
**LETTERS OF
UNDERSTANDING**

between

UAW®

and the

FORD MOTOR COMPANY

Volume IV-B

**RELATED TO:
BENEFIT PLANS**



Agreements Dated

November 5, 2015

(Effective November 23, 2015)

Ford Motor Company and the UAW recognize their respective responsibilities under federal and state laws relating to fair employment practices.

The Company and the Union recognize the moral principles involved in the area of civil rights and have reaffirmed in their Collective Bargaining Agreement their commitment not to discriminate because of race, religion, color, age, sex, sexual orientation, union activity, national origin, or against any employee with disabilities.

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and the

FORD MOTOR COMPANY

Volume IV-B

**RELATED TO:
BENEFIT PLANS**



Agreements Dated

November 5, 2015

(Effective November 23, 2015)



printed on recycled paper



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PRINTED IN U.S.A.

NOTE:

This booklet (Volume IV) is being presented to you so that you may know the terms of various Letters of Understanding negotiated between the UAW and the Company **November 5, 2015**.

Specifically, the following material is presented in the order given:

1. Letters of Understanding and Clarification concerning the Collective Bargaining Agreement and Job Security Program agreed to in the **2015** negotiations, plus all previous Letters of Understanding and Clarification that continue to express current policies and interpretations.
2. Letters of Understanding and Clarification Concerning the Retirement Plan, Insurance Program, Supplemental Unemployment Benefit Plan, Profit Sharing Plan, Tax-Efficient Savings Plan, and UAW-Ford Legal Services Plan agreed to in **2015** negotiations, plus all previous Letters of Understanding and Clarification that continue to express current policies and interpretations.

Please note that any gender specific references in the Agreement language shall apply to either sex.

Other agreements and plans reproduced in separate booklets are: Volume I, the Collective Bargaining; Volume II, the Retirement Agreement and Plan and Insurance Program; Volume III, the Supplemental Unemployment Benefit Agreement and Plan, the Profit Sharing Agreement and Plan, the Tax Efficient Savings Agreement and Plan, and the UAW-Ford Legal Services Plan; **and Skilled Trades Agreements and Letters of Understanding.**

We hope you will find this booklet helpful.

JIMMY SETTLES

Vice President and Director
UAW, National Ford Department

BILL DIRKSEN

Vice President,
Labor Affairs

LETTERS OF UNDERSTANDING

VOLUME IV-A

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LETTERS OF UNDERSTANDING

VOLUME IV-B

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**AAI EMPLOYEES SERVICES COMPANY, L.L.C.
("AAI SERVICES")**

November 3, 2007

Mr. Bob King
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. King:

Subject: AAI Employees Services Company, L.L.C. ("AAI
Services")

During these negotiations, the Company and the Union agreed that certain changes will be made effective October 1, 2007, to the AutoAlliance International, Inc. Retirement Plan for Employees Represented by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW ("AAI-UAW Plan") for current retirees who commenced benefits prior to October 1, 2007.

These changes are contained in Attachment A to this letter.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Bob King

Attachment

AAI EMPLOYEE SERVICES COMPANY, L.L.C.
("AAI SERVICES")

<u>Benefit</u>	<u>Effective Date of Minimum Benefit Rate</u>
2003 Agreement Retirees	10/1/07

- Minimum Benefit Rate Section 6.3(b)

Benefit Class Code¹

A	\$ 50.90
B	\$ 51.15
C	\$ 51.40
D	\$ 51.65

- This increase shall be adjusted and paid consistent with the individual's prior benefit election.
- Excludes past and future Deferred Vested retirees.
- Excludes retirees who have elected a lump sum distribution from the Plan.

¹ Benefit Class Codes assigned based upon Appendix C of the Ford-UAW Retirement Plan ("Ford-UAW Plan") and the retiree's base hourly wage rate as of the date of his/her break in seniority.

AAI EMPLOYEES SERVICES COMPANY, LLC
("AAI SERVICES")

	Effective Date of
	<u>Increase</u>
Current Retirees (including retirees above)	10/1/07
• Monthly Normal Retirement Benefit Section 6.5	\$2.00
<ul style="list-style-type: none"> • This increase shall be adjusted and paid consistent with the individual's prior benefit election. • Excludes past and future Deferred Vested retirees. • Excludes retirees who have elected a lump sum distribution from the Plan. • Employees who will or have retired under the AAI-UAW Retirement Plan and who have an overpayment balance under the Company's Group Life and Disability Insurance Program shall have the increase in their Minimum Benefit rate reduced to pay for such overpayment in the same manner as under the Ford-UAW Plan. When the overpayment balance under the Group Life and Disability Insurance Program has been reduced to zero (\$0), the retired employee's Minimum Benefit rate will be increased to the level it would have been without the overpayment reduction. Such increase will occur beginning the first of the month following the month in which full reduction in the Group Life and Disability Insurance Program overpayment has been achieved and subject to any applicable proration of the final reduction for the overpayment. • Extended Supplement – Social Security – 80% Section 7.5(b) 	
	The Temporary Supplemental Allowance will be extended in accordance with the Ford Letter CBA 4/725

- Lump Sum Payments ¹
 - The four (4) lump sum payments \$700.00 will be payable as defined under the Ford-UAW Collective Bargaining Agreement to retirees and surviving spouses living as of the date of distribution (CBA4/88). However, for purposes of determining the amount of the lump sum payment, where applicable, credited service will be combined in total under the Ford-UAW Plan and the AAI-UAW Plan without duplication. The amount of the lump sum payments ("payments") will be prorated accordingly and paid proportionately by the AAI-UAW Plan and the Ford-UAW Plan or, at Ford's discretion, paid by Ford and AAI Services, to avoid duplication of any payments.

Legal and Actuarial Changes

- Other changes mandated by law and regulations.
- Required amendments to comply with the Pension Protection Act of 2006.

¹ Excludes past and future Deferred Vested retirees.

¹ Excludes retirees who have elected a lump sum distribution from the Plan.

**AAI EMPLOYEES SERVICES COMPANY, L.L.C.
("AAI SERVICES")**

November 3, 2007

Mr. Bob King
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. King:

Subject: AAI Employees Services Company, LLC ("AAI Services")

During these negotiations, the Company and the Union agreed to have the AutoAlliance International, Inc. Retirement Plan for Employees Represented by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW ("AAI-UAW Plan") amended, for employees retiring on or after October 1, 2007, to provide the following benefit improvements:

- Permit early retirement eligibility at 30 years of credited service, recognizing for eligibility credited service accrued under the AAI-UAW Plan and the Ford-UAW Retirement Plan ("Ford-UAW Plan") without duplication; and
- Introduce early retirement reduction factors, prior to age 55, using the same reduction factors used in the Ford-UAW Plan; and
- Improve the Minimum Benefit rate structure to equal the Life Income Benefit rate structure under the Ford-UAW Plan, including for benefit determination purposes, the Ford-UAW Plan Benefit Class Codes.

The parties further agreed that employees who retire under the AAI-UAW Plan on or after October 1, 2007 and who have an overpayment balance under the Company's Group Life and Disability Insurance Program, shall have their Minimum Benefit Rate increase reduced to pay for such overpayment in the same manner as under the Ford-UAW Plan. When the overpayment balance under the Group Life and Disability Insurance Program has been reduced to zero (\$0), the retired employee's Minimum Benefit Rate will be increased to the level it would have been without the overpayment reduction. Such

AAI EMPLOYEES SERVICES COMPANY, LLC
("AAI SERVICES")

increase will occur beginning the first of the month following the month in which full reduction in the Group Life and Disability Insurance Program overpayment has been achieved and subject to any applicable proration of the final reduction for the overpayment.

The Company may elect, in its sole discretion, to merge the AAI-UAW Plan into the Ford-UAW Plan. Employees will be notified of any such action.

The parties recognize the administrative complexities involved in calculating the benefits described in this letter and in communicating these benefits to employees. The parties will work together to resolve any administrative issues.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Bob King

AAI RETIREMENT BENEFITS

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: AAI Retirement Benefits

During these negotiations, the Company and the Union agreed to amend the Ford UAW Personal Retirement Plan (PRP) with respect to certain benefits applicable to former participants under the AutoAlliance International, Inc. Retirement Plan for Employees Represented by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW ("UAW-AAI Plan") which has been merged into the PRP effective January 1, 2010. Accordingly, former UAW-AAI plan participants who participate in the UAW Ford Retirement Plan for service on or after March 24, 1997 and who retire on or after October 24, 2011, shall be eligible for the following benefit improvements:

For all employees retiring prior to age 62 and 1 month with combined AAI and Ford service greater than or equal to 30 years, replace the UAW-AAI Temporary Supplemental Allowance with a UAW-Ford Supplemental Allowance as provided under the UAW-Ford Retirement Plan as in effect as of October 1, 2010, based on UAW-AAI service. In no event shall the total benefit under the two plans be greater than had all service been under the UAW-Ford Retirement Plan with any resulting excess being reduced from the UAW-AAI supplemental benefit.

AAI RETIREMENT BENEFITS

The parties recognize the administrative complexities involved in calculating the benefit described above and in communicating this benefit improvement to employees. The parties will work together to resolve any administrative issues.

Very truly yours,

RICK POPP, Director
Employee Benefits
Human Resources

Concur: Jimmy Settles

**AUTHORITY TO AMEND THE FORD-UAW RETIREMENT PLAN (PLAN),
"NO WORK AVAILABLE" OUT-PLACEMENT PILOT PROGRAM**

October 9, 1999

Mr. Ron Gettelfinger
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Gettelfinger:

Subject: Authority to Amend the Ford-UAW Retirement Plan
(Plan), "No Work Available" Out-Placement Pilot
Program

During these negotiations, the parties agreed that the Company-Union Committee (Committee), as provided for under Section 19 of the Group Life and Disability Insurance Program, shall consider the development and implementation of a "no work available" out-placement pilot program.

The Committee may recommend that disability retirees may participate in the pilot program and be permitted to pursue non-Ford employment without loss of their status as a disability retiree. The Committee may further recommend that the disability retirement benefit paid from the Plan be offset by a percentage of such outside earnings. In such event, the Vice President-General Counsel and Secretary, Vice Chairman and Chief Financial Officer, and the Vice President-Human Resources, with the consent of the Union, shall be authorized to amend Article IV, Section 3 of the Plan consistent with the Committee's recommendation.

Very truly yours,

LEE MEZZA, Manager
Direct Compensation and Benefits
Human Resources

Concur: Ron Gettelfinger

November 5, 2015

**Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214**

Dear Mr. Settles:

**Subject: Change to UAW-AAI Plan Interest Rate Look-back
Period**

During these negotiations, the Company and the Union agreed to amend the AutoAlliance International, Inc. Retirement Plan for Employees Represented by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW (“UAW-AAI Plan”). Accordingly, under Section 2.19(g) of the UAW-AAI Plan, effective for distributions with annuity starting dates beginning on or after January 1, 2016, “Applicable Interest Rate” means the annual rate of interest as defined under Section 417(e)(3)(C) of the Internal Revenue Code of 1986, as amended (“Internal Revenue Code”), determined for the month of August of the year immediately preceding the year in which such determination is made, or such other rate of interest as required by the Internal Revenue Code or any guidance issued thereunder.

The parties will work together to resolve any administrative issues.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

COMPANY AND UNION INFORMATION SHARING

November 5, 2015

**Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214**

Dear Mr. Settles:

Subject: Company and Union Information Sharing

During these negotiations, the Company and the Union agreed that the Company would provide the following information to the Union at the timeframe listed below.

1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
<ul style="list-style-type: none">• 4th Quarter (prior year) Volume Report – provided by Xerox	<ul style="list-style-type: none">• 1st Quarter (present year) Volume Report – provided by Xerox	<ul style="list-style-type: none">• 2nd Quarter (present year) Volume Report – provided by Xerox	<ul style="list-style-type: none">• 3rd Quarter (present year) Volume Report – provided by Xerox
<ul style="list-style-type: none">• 4th Quarter (prior year) Over 10K/10 Month Report	<ul style="list-style-type: none">• 1st Quarter (present year) Over 10K/10 Month Report	<ul style="list-style-type: none">• 2nd Quarter (present year) Over 10K/10 Month Report	<ul style="list-style-type: none">• 3rd Quarter (present year) Over 10K/10 Month Report
<ul style="list-style-type: none">• Annual Demographics Report for prior year – provided by Xerox	<ul style="list-style-type: none">• Annual Funding Notice and Related Funding Valuation Report		<ul style="list-style-type: none">• Form 5500• AAI Lump Factor Table for next year

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

DIRECT DEPOSIT OF PENSION CHECKS

September 17, 1987

Mr. Stephen P. Yokich
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Yokich:

Subject: Direct Deposit of Pension Checks

During the current negotiations, the Company and the Union discussed the direct deposit of pension checks. This will confirm the Company's intention to continue the practice of providing direct deposit of pension checks to participating banks and credit unions.

Very truly yours,

PETER T. ZACHARY, Manager
Employee Benefits Department
Employee Relations Staff

Concur: Stephen P. Yokich

November 5, 2015

**Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214**

Dear Mr. Settles:

Subject: Disability Benefit Communications and Coordination

During these negotiations, the Company and the Union discussed the effect of Social Security disability benefits awarded to participants in the Ford-UAW Retirement Plan (“Plan”) while collecting disability retirement benefits under the Plan. The parties agree to review jointly the coordination of temporary benefits provided under the Plan with Social Security disability benefits, including, but not limited to, Social Security disability benefits provided pursuant to the Benefit Offset National Demonstration (“BOND”) program. If the parties mutually agree on a recommendation for coordinating such benefits, the Company’s Group Vice President and General Counsel, Executive Vice President and Chief Financial Officer, and the Group Vice President, Human Resources and Corporate Services, with the consent of the Union, shall be authorized to amend the Plan consistent with the parties’ recommendation.

During these negotiations, the parties also discussed the effect of income earned from other sources by Plan participants while collecting disability benefits under the Plan. The parties agree to consider types of income that may be earned by Plan participants receiving disability retirement benefits under the Plan without resulting in a decrease in such benefits. If the parties mutually agree on types of income that may be earned without resulting in a reduction of disability retirement benefits under the Plan, the Company’s Group Vice President and General Counsel, Executive Vice President and Chief Financial Officer, and the Group Vice President, Human Resources and Corporate Services, with the consent of the Union, shall be authorized to amend the Plan consistent with the parties’ recommendation.

DISABILITY BENEFIT COMMUNICATIONS AND COORDINATION

The parties also expressed an interest in providing information to Plan participants annually regarding the effect of Social Security disability awards on Plan benefits. The parties agree to prepare jointly a communication to provide such information, including, but not limited to, information regarding applicable Plan provisions, deadlines, and other requirements related to Plan benefits. It is anticipated that this information would be mailed to Plan participants and it will be discussed by both parties prior to mailing to confirm that mailing is still the preferred approach. The parties will discuss what other mediums could be used to supplement this mailing.

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur: Jimmy Settles

**EXTENDED SUPPLEMENTS -
SOCIAL SECURITY 80% BENEFIT**

November 3, 2007

Mr. Bob King
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. King:

Subject: Extended Supplements - Social Security 80% Benefit

During these negotiations, the parties agreed to provide for extended Early Retirement Supplements, Interim Supplements, and Temporary Benefits for retirees born in 1944 through September 14, 1949 who attain age 62 during the 2007 Agreement. Any such Supplements or Temporary Benefits payable at retirement will be extended until the month prior to the month in which the retiree is or would have been eligible for a Social Security benefit (under current law) of 80% of the unreduced benefit amount ("80% date").

For those retirees whose Life Income Benefit (LIB) is subject to redetermination in accordance with Article V, Section 2(e), at age 62 and one month, that redetermination will still occur on such date. However, the amount of the Supplement(s) or Temporary Benefit will be concurrently reduced by the amount of the LIB that was increased as a result of the redetermination. For a retiree who is receiving an Early Retirement Supplement or an Interim Supplement, who also is receiving a Social Security Disability Benefit, that Supplement will cease at age 62 and one month, as currently.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Bob King

FORD-UAW RETIREMENT PLAN, NOTICE OF BENEFIT

September 15, 1993

Mr. Ernest Lofton
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Lofton:

Subject: Ford-UAW Retirement Plan, Notice of Benefit

During these negotiations, the Company and the Union agreed that the Ford-UAW Retirement Plan will provide to any retiree or his/her surviving spouse a notice detailing the components of the retirement benefit, including the cost of any survivor benefit option, whenever there is a recalculation of the pension benefit.

Additionally, the parties agreed that all retirees would receive a similar notice as soon as practicable after the conclusion of these negotiations, regardless of whether or not retiree benefits are modified as a result of these negotiations.

Very truly yours,

WILLIAM E. QUARTERMAN,
Manager
Benefit Planning and Research
Department
Employee Relations Staff

Concur: Ernest Lofton

November 5, 2015

**Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214**

Dear Mr. Settles:

Subject: Integration of SSDIB and Retirement Plan

This is to confirm our understanding regarding the interrelationship between eligibility for and amount of temporary benefits or supplemental allowance under the Retirement Plan and Social Security Disability Insurance Benefits (SSDIB).

When a retiree is awarded SSDIB, a portion of that award generally consists of a lump sum payment attributable to a period before the effective date of the award. The effect of eligibility for SSDIB is to disqualify the employee for a temporary benefit under Article V, Section 2 or 3 of the Retirement Plan, to reduce the early retirement supplement and to eliminate the interim supplement under Article VI. In the case of receipt of a part of SSDIB as a lump sum for an earlier period by a retired employee who has been receiving a temporary benefit, early retirement supplement or interim supplement, an overpayment obligation also accrues under the Plan.

When an initial claim for SSDIB is denied and the employee engages the services of an attorney to appeal such denial, if on or after October 5, 1987 the appeal of the attorney is successful and a portion of the lump sum payment not to exceed 25% is awarded to the attorney, the retired employee's repayment obligation will be satisfied if he notifies the Plan within 30 days of the receipt of a retroactive SSDIB award and repays to the Plan within 30 days after notice from the Board of Administration an amount equal to the overpayment of any temporary benefit, early retirement supplement or interim supplement less in such case the amount of attorney fees involved on that portion of the award. This reduction applies only to attorney fees associated with a successful appeal of an initial denial by Social Security for SSDIB and includes only that portion of the attorney fees associated with the period of time the employee received a temporary benefit or a supplement. Such attorney fees

INTEGRATION OF SSDIB AND RETIREMENT PLAN

considered for this purpose may not exceed the lesser of \$6,000.00 or 25 percent of the overpayment due to the Plan. Attorney fees for services prior to denial of initial application for SSDIB will not reduce the amount of an overpayment due to the Plan.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

INVESTMENT OF PENSION FUND

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Investment of Pension Fund

This will confirm the understanding we reached with you in the negotiations leading to the new Retirement Plan agreement between Ford Motor Company and the Union with respect to certain investments that might be made with a portion of the contributions to the pension fund.

It was agreed that, upon and subject to the terms set forth in this letter, a portion of the Company's annual contribution to the pension fund maintained under the Retirement Plan agreement for each year this letter remains in effect, not exceeding five percent (5%) of the amount of such contribution that is available for investment after deducting the portion of the benefits payable under the Retirement Plan for such year which is in excess of the investment income (including dividends and interest, but excluding both realized and unrealized capital gains) earned by the pension fund may be invested in (1) residential mortgages in communities where there are substantial numbers of UAW members and (2) debt obligations of nonprofit nursing homes, nursery schools, federally-qualified health maintenance organizations, hospitals or similar nonprofit institutions in communities where there are substantial numbers of UAW members. Solely for purposes of this paragraph, the Company's annual contribution to the pension fund shall be the amount determined by the independent actuary under Section 5(a)(i) of the Agreement Concerning Retirement Plan.

The residential mortgages will be available for and it is intended primarily will consist of mortgages on single and multiple family dwellings (including cooperatives and condominiums), the purchase price of which is not greater than the market price of 90% of similar housing in the community involved. It is intended that such mortgage financing will be at rates and upon terms prevailing in the

communities selected and will be available to the general public, including UAW members, but shall not be limited only to UAW members. The Union may submit to the Company annually a list of investments in nonprofit institutions of the kind described above which the Union deems appropriate.

It was also agreed that the Union may submit to the Company annually a list of not more than seven (7) companies, with the recommendation that the pension fund would not be invested in the securities of such companies. Such recommendation shall not apply with respect to any portion of the pension fund that is invested in interests in a common or collective trust fund or pooled investment fund maintained by any of the investment managers or to any insurance contract constituting part of the pension fund.

The investment managers of the pension fund shall exercise investment judgment with respect to recommendations received by them pursuant hereto. The investment managers have the responsibility to secure, over the long term, the maximum attainable total return on investment consistent with the principles of sound, prudent pension fund management. They are expected to discharge their duties solely in the interest of Plan participants and beneficiaries and for the exclusive purpose of providing benefits to participants and their beneficiaries, to avoid prohibited transactions, and to meet all other fiduciary responsibilities imposed by The Employee Retirement Income Security Act of 1974 (ERISA) or other applicable law. Also they are expected to discharge their duties with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in a conduct of an enterprise of a like character and with like aims. It is intended that the investment managers of the pension fund shall continue to have full investment discretion. Accordingly, if in the judgment of the investment managers, any recommendation should not be implemented because in the exercise of their investment responsibilities they conclude that the recommended action is not appropriate or it otherwise does not meet the standards of prudence required or is not consistent with the fiduciary obligations and responsibilities of the investment managers, they shall not implement the request and shall so inform the Union.

INVESTMENT OF PENSION FUND

The Company agrees that it will not privately or publicly urge the investment managers to reject any recommendation given by the Union pursuant to this letter.

Nothing in this letter shall prevent the investment managers of the pension fund from investing, at their discretion, a larger amount of the pension fund than that specified in the second paragraph of this letter in investments of the type described in that paragraph.

It is understood and agreed between the parties that the assets (excluding passively managed index funds and U.S. treasury and agency securities) to be managed by employees of Ford Motor Company pursuant to Article VIII of the Plan shall be limited to an amount equal to 20% of the total pension fund assets.

This letter is subject to the requirement that there are maintained continuously (1) a ruling satisfactory to the parties from the United States Department of Labor to the effect that implementing this letter will not violate any of the provisions of Title I, Subtitle B, Part 4 of ERISA and (2) a determination letter satisfactory to the parties from the Internal Revenue Service to the effect that implementing this letter will not cause the Retirement Plan and the pension fund to fail to continue to qualify under the applicable sections of the Internal Revenue Code relating to qualifications of pension plans and trusts.

Very truly yours,

RICK POPP, Director
Employee Benefits
Human Resources

Concur: Jimmy Settles

November 5, 2015

**Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214**

Dear Mr. Settles:

Subject: IRC 436

The parties have discussed Internal Revenue Code Section 436 as it relates to the Ford-UAW Retirement Plan (the “Plan”). To the extent permitted by Code Section 436 and the Treasury Regulations promulgated thereunder, the parties agree to amend Article V, Section 25 of the Plan to provide the following upon cessation of applicable Code Section 436 limitations based on the similar terms of the UAW-Sponsored Pension Plans Code Section 436 amendments adopted on November 7, 2013.

- 1. A provision allowing for the resumption of prohibited payments**
- 2. Restoration of benefits and accruals that were not permitted to accrue**
- 3. Retroactive payment of any shutdown or UCEB benefits that are prohibited**
- 4. A provision allowing such Plan amendments to take effect retroactively**

However, notwithstanding the foregoing, Ford Motor Company (the “Company”) shall not in any event be required to make contributions to the Plan solely to avoid application of the funding-based restrictions under Code Section 436 and Treasury Regulations promulgated thereunder, and the resumption of prohibited payments, restoration of benefit accruals, retroactive payments or retroactive Plan amendments shall only be effective if such resumption, restoration, retroactive payments or retroactive amendment does not cause the funding-based restriction under Code Section 436 and the Treasury Regulations promulgated thereunder to apply.

The parties have agreed that the Company will draft an amendment to the Plan as soon as is reasonably possible to effectuate the foregoing.

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur: Jimmy Settles

November 5, 2015

**Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214**

Dear Mr. Settles:

Subject: Lump Sum Payments to Certain Parties

During the term of the 2015 Collective Bargaining Agreement, retirees and surviving spouses shall be eligible to receive certain payments paid from the Ford-UAW Retirement Plan (“Plan”), Company cash, or any combination thereof, as described in this Letter of Understanding. If any portion of the payments are to be made from the Plan, the Plan shall be amended to provide for such payment as necessary. Payment shall be by cash or cash equivalent (e.g., gift card). If by cash, payment will be made via check or electronic funds transfer based upon the election of the retiree/surviving spouse under the Plan.

The payment will be provided to eligible retirees and surviving spouses who are receiving benefits under the Plan as of the effective date of the 2015 Collective Bargaining Agreement and who are alive as of each payment date.

There will be four payments, each in the amount of \$250 for retired employees or \$125 for surviving spouses. The first payment will be made on March 31, 2016, or as soon as administratively practicable thereafter. The second payment will be made on December 1, 2016, or as soon as administratively practicable thereafter. The third payment will be made on December 1, 2017, or as soon as administratively practicable thereafter. The fourth payment will be made on December 1, 2018, or as soon as administratively practicable thereafter.

LUMP SUM PAYMENTS TO CERTAIN PARTIES

These payments will be subject to all applicable Federal, state, and local tax reporting and withholding requirements.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

November 5, 2015

**Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214**

Dear Mr. Settles:

Subject: NESC PIN Authentication Process

During these negotiations, the Union expressed concern with the process through which participants receiving a pension, calling into the National Employees Service Center (NESC), authenticate their identity. The parties agreed that they would study present procedures and protocols for those participants authenticating into the system and assess whether any changes could be made to existing procedures without increasing risks to participants. The parties will jointly consider the administrative and financial feasibility of potential changes. If the parties mutually agree on new or alternative procedures, the changes will be implemented as soon as practicable.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

NOTICE OF STATE WORKERS' COMPENSATION LIMIT

November 5, 2015

**Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214**

Dear Mr. Settles:

Subject: Notice of State Workers' Compensation Limit

During these negotiations, the Union expressed concern about the crediting of service for participants in states that limit Workers' Compensation benefits for temporary total disability upon reaching maximum medical improvement or a completion of a specified duration of time beyond which benefits are not payable.

Employees who live in such states must contact their local Human Resources Office or the National Employees Service Center (NESC) to advise that their state Workers' Compensation benefits were so limited. The Union expressed concern that such employees may not know that they are required to contact their local Human Resources Office or the NESC. The Company has agreed to investigate jointly with the Union, the feasibility of implementing a process for determining when employees are affected by such limits and updating the participants credited service.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

OPTIONAL 50% SURVIVING BENEFICIARY BENEFIT WINDOW

November 3, 2007

Mr. Bob King
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue

Detroit, Michigan 48214

Subject: Optional 50% Surviving Beneficiary Benefit Window

Dear Mr. King:

During these negotiations, the Company and the Union agreed to offer certain eligible retirees a one-time opportunity, during a window period, to elect the Optional 50% Surviving Beneficiary Benefit (Option) as described under Article XXII Section 3 of the Ford-UAW Retirement Plan (Plan).

Eligible retirees are those retirees who:

- Commenced benefits under the Plan on and after January 1, 1976, and prior to January 1, 1985; and
- Have been married continuously to the same eligible spouse beginning with his/her retirement effective date and through the window period; and
- Did not previously elect survivorship coverage under Article IV Section 7.

The Company and the Union further agreed that the window election period will be implemented during the second quarter of 2008 or as soon as administratively feasible, and will require that:

- The retiree complete and return a properly executed written election to the Retirement Board during a 45-day window period;
- The Option be effective on the first day of the second month following the month in which the window period closes; and
- Both the retiree and their spouse are living on the Option effective date.

OPTIONAL 50% SURVIVING BENEFICIARY BENEFIT WINDOW

In the event a retiree or spouse dies after the retiree has submitted a complete election form and prior to the Option effective date, such election will be deemed to be invalid.

Once the coverage becomes effective, it may not be cancelled for any reason.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Bob King

**OUTSTANDING PLACEMENT DETERMINATION REQUESTS
PURSUANT TO APPLICATION FOR DISABILITY RETIREMENT**

September 16, 1996

Mr. Ernest Lofton
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Lofton:

Subject: Outstanding Placement Determination Requests Pursuant
to Application for Disability Retirement

During these negotiations the Union noted its concern that some placement determination requests were not being processed promptly by plants, thereby delaying some disability retirements.

When an employee has applied for disability retirement and is found not to be totally and permanently disabled, the Retirement Board forwards a placement determination request to the employee's plant. The placement determination request process involves (1) the plant physician determining what restrictions, if any, are appropriate for the employee and (2) the plant personnel office determining whether there is any work in the plant for the employee given such restriction. If there is no suitable work, the employee's application for disability retirement is processed.

In some cases the placement determination process appears to take undue time thereby delaying certain disability retirements.

In the future, when a placement determination request has been pending for 30 days after such request was initially sent, and the National Employee Services Center (NESC) has not received a response from the plant, the NESC will notify the appropriate division Labor Relations Manager and request that the manager take action to expedite the placement determination request.

**OUTSTANDING PLACEMENT DETERMINATION REQUESTS
PURSUANT TO APPLICATION FOR DISABILITY RETIREMENT**

The Retirement Board will continue to provide a monthly listing of the outstanding placement determination requests to the UAW. The listing will include the applicant's name, social security number, the date the placement determination request was sent to the plant, and the plant's name.

Very truly yours,

WILLIAM E. QUARTERMAN,
Manager
Global Benefits Planning and
Special Projects
Compensation and Benefits

Concur: Ernest Lofton

**PENSION BENEFITS FOR CERTAIN PARTICIPANTS
WITH SAME-SEX SPOUSES**

November 5, 2015

**Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214**

Dear Mr. Settles:

Subject: Pension Benefits for Certain Participants with Same-Sex Spouses

During these negotiations, the parties discussed the recent U.S. Supreme Court decision that struck down as unconstitutional the provision of the Defense of Marriage Act (“DOMA”) which had provided that for Federal law purposes the terms “marriage” and “spouse” were exclusive to legally married heterosexual couples.

In the event that a retiree with a same-sex spouse elected a Contingent Annuitant Option under Article XXII of the Ford-UAW Retirement Plan in order to provide survivor benefits for a contingent annuitant who, either was not the retiree’s spouse or was not recognized by the Company as the retiree’s spouse as of the date of such election, and to whom the retiree is now married, such retiree or, if deceased, such retiree’s spouse, may elect a 65% Surviving Spouse Option by making application on a form approved by the Company during a one-time twelve month window period to be implemented by the Company as soon as administratively practicable following receipt of approval of such window by the Internal Revenue Service.

Such application will be approved by the Company if it is accompanied by proof satisfactory to the Company that the retiree was legally married to his or her spouse as of the date of the application and that they had been married at least one year.

**PENSION BENEFITS FOR CERTAIN PARTICIPANTS
WITH SAME-SEX SPOUSES**

Upon approval of the application, the retiree's spouse will be treated as the Surviving Spouse for all purposes under the Plan as of the date of the marriage between the retiree and the current contingent annuitant or the date of the U.S. Supreme Court decision referenced above (June 26, 2013), whichever is later.

Any adjustments to the benefit previously paid from the Plan resulting from this change shall be calculated and applied as soon as administratively practicable after the application is approved, and any refund shall be paid to the retiree in a single sum.

The Company shall submit a request for Internal Revenue Service approval of the window described herein by July 1, 2016; provided, however, in the event the Company is unable to meet that timeframe, the Company shall notify the Union.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

PENSION PLAN – PHASED RETIREMENT

November 3, 2007

Mr. Bob King
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. King:

Subject: Pension Plan – Phased Retirement

During 2007 Negotiations, the parties discussed the feasibility of piloting a phased retirement status. The parties discussed the complexities that such a status could have on manufacturing and other operations. The parties also discussed the fact that such a new status would require modifications to certain provisions of the Collective Bargaining Agreement, Pension Plan and other benefit plans.

As a result of these discussions, the parties agreed to study the feasibility of a phased retirement status during the course of the 2007 Collective Bargaining Agreement. The study may consider the impact on operations, workforce scheduling and manufacturing efficiency as well as costs associated with payroll, other system modifications, and other administrative considerations. If such status is mutually agreed to between the parties, a phased retirement pilot program may be implemented upon reaching agreement on the required modifications to the Collective Bargaining Agreement provisions, Pension and other benefit plan provisions. It is understood that either party, on its own, may decide not to approve or implement such a pilot program.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Bob King

PRE-RETIREMENT LEAVES

November 3, 2007

Mr. Bob King
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. King:

Subject: Pre-Retirement Leaves

Consistent with the parties' discussions regarding Special Programs under Appendix M, Attachment A, this is to confirm our understanding that the Pre-Retirement Leave Program set forth in the October 7, 1990 Letter of Understanding, and as implemented in the May 1, 1991 directive from the National Job Security, Operational Effectiveness and Sourcing Committee, shall be renewed for the duration of the 2007 Collective Bargaining Agreement. The renewal shall be on the same terms and conditions including; (1) eligibility for a pre-retirement leave shall be limited to employees who, without regard to eligibility for an immediate benefit, have at least 28 but less than 30 years of credited service under the Ford-UAW Retirement Plan (Plan) at the time their leave begins; and, (2) employees would agree to retire, as regular early or normal retirements effective the first of the month following the month they first attain 30 years of credited service under the Plan.

Employees on pre-retirement leaves are considered to be Protected employees under the GEN program and will receive the same Insurance Benefits.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Bob King

**RETIREE VEHICLE DISCOUNT FOR
RETIREES AND SURVIVING SPOUSES**

September 15, 2003

Mr. Gerald D. Bantom
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Bantom:

Subject: Retiree Vehicle Discount for Retirees and Surviving
Spouses

During these negotiations, the Company and the Union agreed to provide current retirees and surviving spouses with two (2) opportunities to purchase a new Ford or Lincoln Mercury vehicle and receive a \$1,000 additional discount off of the vehicle purchase price. The Retiree Vehicle Discount will be offered twice, once beginning December 2003 and again beginning December 2005 and shall remain in effect for twelve (12) months from each offer date.

The eligibility for the Retiree Vehicle Discount will be based on the retiree or surviving spouse's eligibility for the December retiree lump sum payment. Each eligible retiree or surviving spouse eligible for Z-Plan (including eligible family members) may purchase one (1) new vehicle during the program period and receive the following Retiree Vehicle Discount:

December 2003	\$1,000 off purchase price of any 2003/2004 Model Year Ford or Lincoln Mercury vehicle
December 2005	\$1,000 off purchase price of any 2005/2006 Model Year Ford or Lincoln Mercury vehicle

The Retiree Vehicle Discount program will be administered through local participating Ford and Lincoln Mercury dealers.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Gerald D. Bantom

**RETIREMENT SERVICE CREDITS FOR EMPLOYEES
ELECTED TO FULL-TIME PUBLIC OFFICE**

September 15, 2003

Mr. Gerald D. Bantom
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Bantom:

Subject: Retirement Service Credits for Employees Elected to
Full-Time Public Office

During these negotiations, the Company and the Union discussed the earning of retirement service credits for a seniority employee who is elected to full-time public office. Such employees currently would be eligible for Public Office Leaves of Absence provided for under Volume I, Article VIII, Section 31.

Accordingly, we agreed that up to forty (40) hours per week of credited service under the Ford-UAW Retirement Plan shall be credited to an employee who is on an approved leave of absence in order to fulfill the obligation of an elected representative holding a full-time State or Federal public office, listed on the Attachment, and who is subsequently reinstated with seniority credit under the Collective Bargaining Agreement for the period of such service provided that:

- The employee commencing the leave of absence is an active employee who has not otherwise incurred a break in his/her seniority.
- Credited service shall be limited to the length of two (2) terms in office, but no more than eight (8) years total credited service, and shall be limited to one (1) such leave during the term of employment.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Gerald D. Bantom

Attachment

**RETIREMENT SERVICE CREDITS FOR EMPLOYEES
ELECTED TO FULL-TIME PUBLIC OFFICE**

ATTACHMENT

Eligible Elected State or Federal Representatives Holding Public
Office

State:

Governor
Lt.Governor
Attorney General
Auditor
Treasurer
Secretary of State
Legislator

Federal:

President
Vice President
Member of Congress

SERVICE FILL-IN EXCLUSIONS

November 3, 2007

Mr. Bob King
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. King:

Subject: Service Fill-In Exclusions

During these negotiations, the Company and the Union agreed that, when determining of the amount of “service fill-in” credits under Article III, Section 3(k) of the Ford-UAW Retirement Plan (“Plan”), it is not the intent of the parties to include a service fill-in by duplicating service credit for such periods as when an employee was either a participant, or in receipt of benefits as a participant, under a retirement plan sponsored by the Company or its subsidiaries. Additionally, no service fill-in would be provided during any period when an employee was not employed by the Company or its subsidiaries. Further, it is not the intent of the parties to reduce or otherwise impact benefits provided under other, existing agreements and plans.

The principals of this letter shall be applied consistently and uniformly.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Bob King

SPECIAL EARLY RETIREMENT PROCEDURES

September 15, 1993

Mr. Ernest Lofton
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Lofton:

Subject: Special Early Retirement Procedures

The following procedural points shall apply for an application for special early retirement initiated by an employee:

1. Applications for special early retirement benefits may be made through the regular channels.
2. When the Company approves the application, the Notification of Special Early Retirement will be coded "under mutually satisfactory conditions" and forwarded to the Ford-UAW Retirement Board.
3. If necessary approvals are not obtained, the applicant will be notified in writing that he will not be granted special early retirement and the reason for the denial, for example, insufficient medical evidence. The applicant will be given the opportunity either to withdraw the application or have it processed as a regular early retirement.

Very truly yours,

WILLIAM E. QUARTERMAN,
Manager
Benefits Planning and
Research Department
Employee Relations Staff

Concur: Ernest Lofton

**SPECIAL INCENTIVE FOR FORMER
ROUGE STEEL COMPANY EMPLOYEES WHO
WERE CLASSIFIED AS GROUP III AND GROUP V EMPLOYEES**

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Special Incentive for Former Rouge Steel Company
Employees Who Were Classified as Group III and Group
V Employees

During these negotiations, the Company and the Union discussed certain employees who were formerly employed by Severstal North America, Inc. (formerly, Rouge Steel Company), and were classified as Group III or Group V employees when transferred from Ford employment to Rouge ("Rouge Employees").

As a result of these discussions, the parties have agreed to offer, subsequent to the ratification of the 2011 UAW-Ford Collective Bargaining Agreement, a special incentive for these Rouge Employees. The basic principles and provisions of this Rouge Pre-Retirement Leave Program ("R-PRLP") are as follows:

- Eligible employees are those UAW-Represented employees who transferred from Ford employment to Rouge Steel employment as either a Group III or Group V employee under the terms of the Settlement Agreement between the Company, Rouge Steel Company, Marico Acquisition Corp., and the Union dated November 28, 1989; and, was subsequently transferred back to Ford employment, without a break in employment service, pursuant to the Rouge Transition Program outlined in the Memorandum of Understanding between the Company and the Union, dated March 23, 2004; and, was provided Return to Ford Rights under Letter 9 of the 1989 Rouge Steel Transition Agreement.
- Eligible employees who accept an R-PRLP will receive 50% of their weekly base wages and full benefits until they reach 10 years of Credited Service under the Ford-UAW Retirement Plan (period not to exceed 24 months). Upon attainment of 10 years of Credited Service and age 55, the Rouge

**SPECIAL INCENTIVE FOR FORMER
ROUGE STEEL COMPANY EMPLOYEES WHO
WERE CLASSIFIED AS GROUP III AND GROUP V EMPLOYEES**

Employees will be required to terminate employment and will be eligible to commence their retirement benefits immediately.

- Upon separation of employment, the eligible employees who accept an R-PRLP will also receive a one-time cash incentive payment of \$10,000 (gross, pre-tax amount).
- Employees who accept an R-PRLP will not be eligible for any other Special Program or Special Incentive that may be offered.
- As a condition of accepting an R-PRLP, the employee will be required to make an irrevocable election and execute a valid waiver of rights agreement.

Additional details and specifications regarding the R-PRLP, as well as the timing of R-PRLP offerings, will be agreed upon jointly at a future date prior to implementation.

Very truly yours,

Bill Dirksen,
Executive Director
U.S. Labor Affairs

Concur: Jimmy Settles

November 5, 2015

**Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214**

Dear Mr. Settles:

Subject: Surviving Spouse Benefit Communications

During these negotiations, the Union expressed an interest in providing information regarding surviving spouse benefits to applicable participants under the Ford-UAW Retirement Plan (“Plan”). The parties agree to prepare jointly an annual communication to provide such information, including, but not limited to, information regarding applicable Plan provisions, deadlines, and other requirements related to Plan survivor benefits. It is anticipated that this information would be mailed to Plan participants and it will be discussed by both parties prior to mailing to confirm that mailing is still the preferred approach. The parties will discuss what other mediums could be used to supplement this mailing.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

November 5, 2015

**Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214**

Dear Mr. Settles:

Subject: UAW-AAI Retirement Plan Benefits

During these negotiations, the Company and the Union agreed to amend the UAW-AAI Retirement Plan (“UAW-AAI Plan”) with respect to certain benefits applicable to former participants, who at separation prior to age 62 and 1 month, have combined AAI and Ford service greater than or equal to 30 years or have combined age and service greater than or equal to 85 points. If a participant retires as of January 1, 2016 or thereafter, with either 30 years of combined service or 85 points, the participant’s benefit shall be re-determined at age 62 and 1 month without any early age reduction.

In no event shall the total benefit under the Ford-UAW Retirement Plan and the UAW-AAI Plan be greater than had all service been under the Ford-UAW Retirement Plan with any resulting excess being reduced from the UAW-AAI Plan benefit.

The parties recognize the administrative complexities involved in calculating the benefit described above and in communicating this benefit improvement to employees. The parties will work together to resolve any administrative issues.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

UNION DUES CHECK OFF

November 3, 2007

Mr. Bob King
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. King:

Subject: Union Dues Check Off

During these negotiations the Company and the Union agreed to include a union dues authorization form in each employee's retirement application kit. The form may be used to authorize union dues deductions from future monthly Ford-UAW Retirement Plan (Plan) payments should the retiree voluntarily agree to the deduction. The deduction authorization would be revocable at any time.

The Union acknowledges it has no enforceable right in, or to any Plan benefit payment or portion thereof (except to the extent of dues actually deducted pursuant to the terms of the arrangement).

The Company and Union discussed the process for implementing the proposal and agreed that it would be accomplished in a cost efficient manner and would not be customized with the employee's personal information. Any expense associated with the design or administration of the form and return envelope will not be borne by the Plan or the Company.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Bob King

WORKERS' COMPENSATION - CREDITED SERVICE

October 9, 1999

Mr. Ron Gettelfinger
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Gettelfinger:

Subject: Workers' Compensation - Credited Service

During these negotiations, the Company and the Union discussed problems related to the application of the credited service provisions of the Retirement Agreement. This is to confirm that an employee who is absent from work on an approved leave of absence because of occupational injury or disease and on account of such injury or disease receives Workers' Compensation temporary total disability payments, will receive credited service at the rate of 40 hours for each complete week that the employee is on such leave.

For an employee on an approved medical leave of absence for a condition not initially considered to be the result of an occupational injury or disease, but which condition is subsequently changed to be compensable as an occupational injury or disease, credited service will be given for the period for which workers' compensation temporary total disability benefits are deemed payable.

In addition, effective for employees who have not retired or broken service prior to October 1, 1999, in those cases where Workers' Compensation temporary total disability benefits are no longer payable because the employee has reached maximum medical improvement or the time certain beyond which benefits are not payable, the employee will also be given credited service at the rate of 40 hours for each complete week that he/she is on an approved leave of absence because of occupational injury or disease. Individual cases brought to the Company's attention will be reviewed based on the specific facts and circumstances of each case to determine if the employee should be deemed to have received workers compensation for such absence in accordance with the above.

WORKERS' COMPENSATION - CREDITED SERVICE

The above notwithstanding, should an employee who would be otherwise eligible to receive credited service break seniority under the terms of the contract or be able to perform any job in the plant for which he/she has seniority, credited service shall cease to accrue as of that date.

To the extent an employee has not received credited service consistent with these provisions, credited service will be corrected if the error is brought to the attention of the employee's local Human Resources Office, and the National Employees Service Center (NESC).

Very truly yours,

LEE MEZZA, Manager
Direct Compensation and Benefits
Human Resources

Concur: Ron Gettelfinger

**WORKERS' COMPENSATION REDUCED
BY DISABILITY RETIREMENT BENEFITS**

November 3, 2007

Mr. Bob King
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. King:

Subject: Workers' Compensation Reduced by Disability
Retirement Benefits

This letter of understanding constitutes an amendment to the Collective Bargaining Agreement effective November 19, 2007 and shall be construed and applied as if it were therein incorporated.

Pursuant to Subsection 354(14) of the Michigan Workers' Disability Compensation Act, as amended, until termination or earlier amendment of the 2007 Collective Bargaining Agreement for employees who are injured and retire on or after November 19, 2007, workers compensation payments for such employees shall be reduced by disability retirement benefits payable under the Ford-UAW Retirement Plan to the extent that the combined workers compensation payment, initial Social Security Disability Insurance Benefit amount, and the initial disability retirement benefit (per week) exceed the employee's gross Average Weekly Wage at the time of injury. In no event shall such reduction be greater than the disability retirement benefit payable.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Bob King

**ATTORNEY FEES FROM WORKERS'
COMPENSATION AMOUNTS**

October 9, 1999

Mr. Ron Gettelfinger
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214
Dear Mr. Gettelfinger:

Subject: Attorney Fees From Workers' Compensation Amounts

During past negotiations, the parties discussed the payment by the Disability Benefit Claims Processor of attorney fees from workers' compensation amounts allocated to reimbursement of Accident and Sickness and Extended Disability Benefits (Benefits).

This is to advise, it is the Company's policy that neither the claims processor (John Hancock or UNICARE) nor the Company will attempt to recover from an employee those attorney fees paid by the claims processor on workers' compensation amounts allocated to reimbursement for Benefits paid.

Very truly yours,

LEE MEZZA, Manager
Direct Compensation and Benefits
Human Resources

Concur: Ron Gettelfinger

**BENEFITS FOR FORMER "ENTRY LEVEL" EMPLOYEES WHO
TRANSITIONED TO REGULAR EMPLOYMENT AND
CERTAIN SKILLED TRADES EMPLOYEES**

November 5, 2015

**Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214**

Dear Mr. Settles:

**Subject: Benefits for Former "Entry Level" Employees Who
Transitioned to Regular Employment and Certain
Skilled Trades Employees**

During these negotiations the parties discussed the eligibility for certain benefits for former "Entry Level" employees who transitioned to regular employment status during 2015 and Skilled Trades employees hired or rehired after October 24, 2011. The Company and Union agree that former "Entry Level" employees who transitioned to regular employment status between January 26, 2015 and June 8, 2015, and Skilled Trades employees hired or rehired after October 24, 2011, shall be eligible for benefits under the terms of the Group Life and Disability Insurance and Supplemental Unemployment Benefit Plan provisions of the Collective Bargaining Agreement as if such employees were employed as regular employees, with the following exceptions:

- Company provided post-employment Basic Life Insurance coverage shall be provided to such employees in the amount of \$15,000 for employees with ten (10) or more years of seniority and at least age 55, or 30 years of seniority at any age, at the time of separation from employment with the Company; and**
- Company provided Accidental Death and Dismemberment insurance shall be provided to such employees in the amount of \$7,500 for employees with ten (10) or more years of seniority and at least age 55, or 30**

**BENEFITS FOR FORMER "ENTRY LEVEL" EMPLOYEES WHO
TRANSITIONED TO REGULAR EMPLOYMENT AND
CERTAIN SKILLED TRADES EMPLOYEES**

years of seniority at any age, at the time of separation from employment with the Company. Such coverage shall be consistent with eligibility for employees after Retirement as set forth in Volume II.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

CONTINUING GROUP LIFE INSURANCE

September 15, 1993

Mr. Ernest Lofton
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Lofton:

Subject: Continuing Group Life Insurance

This confirms our understanding reached during these negotiations that a minimum of \$3,000 Continuing Group Life Insurance (CGL) will be provided for an employee who retired under the Ford-UAW Retirement Plan before October 5, 1987, if such retired employee is living on the date of this letter, and has CGL in force. If, however, the amount of CGL in force at the end of the month such retired employee attains or attained age sixty-five (65) is less than \$3,000 because of prior payments of Permanent and Total Disability Benefits of Life Insurance, the CGL amount will be the amount of Life Insurance remaining in force at age sixty-five (65) or \$500 whichever is greater.

An employee who was living on October 7, 1990 and who last worked prior to October 22, 1990, but on or after October 5, 1987, and otherwise is eligible for continuing Life Insurance after age sixty-five (65) shall have a minimum amount of CGL of \$3,500.

An employee who is living on the date of this letter and who last worked prior to October 4, 1993, but on or after October 22, 1990, and otherwise is eligible for Continuing Group Life Insurance after age sixty-five (65) shall have a minimum of CGL of \$4,500.

Very truly yours,

WILLIAM E. QUARTERMAN,
Manager
Benefit Planning & Research
Department
Employee Relations Staff

Concur: Ernest Lofton

**DEPENDENT GROUP LIFE INSURANCE –
CONTRIBUTION STRUCTURE**

November 5, 2015

**Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214**

Dear Mr. Settles:

**Subject: Dependent Group Life Insurance – Contribution
Structure**

During these negotiations, the Union and Company discussed the importance of optimizing the employee-paid optional life insurance programs. The parties discussed the desire to study employee contributions described in Exhibit I, Dependent Group Life Insurance, based on a newly defined family structure (i.e., Spouse coverage only, Child coverage only, or Spouse with Child coverage).

The parties agree to work with the Insurer to determine the effect of such approach on employee and retiree contributions, as well as the effect on existing administrative processes by first quarter 2016. If the parties agree to such change, the Company and Union will work with the Insurer to implement the change effective for the 2017 open enrollment period.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

**DISABILITY RETIREES WITH EXTENDED
DISABILITY BENEFIT (EDB) CLAIMS**

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Disability Retirees with Extended Disability Benefit
(EDB) Claims

This letter will clarify UniCare's responsibility as it relates to disability retirees receiving EDB under the Group Life and Disability Insurance (GL&DI) Program. The parties recognize that, presently, provisions of the GL&DI plan differ from the Retirement Plan and that continuation of EDB is not linked to approval of a Disability Retirement. As such, UniCare is presently obligated to continue to verify that a recipient of EDB remains under the care of a physician and prevented by bodily injury or disease from engaging in any regular employment.

It is understood by the Company that, in some instances, UniCare's attempts to verify continued disability may place unnecessary hardship on the disability retiree with outcomes inconsistent with the Ford-UAW Retirement Plan determination. In an effort to address the concerns of the parties, the following modified approach will be implemented:

1. Less than 12 months from retirement effective date:
 - (a) UniCare will continue to obtain disability certification updates for all claims; and
 - (b) UniCare will send annual questionnaires for the retiree to complete and return.
2. More than 12 months from retirement effective date:
 - (a) UniCare will send annual questionnaire for the retiree to complete and return.
 - (b) UniCare will discontinue attempts to secure continued medical justification, unless information is received to suggest the retiree is no longer disabled or is working.

**DISABILITY RETIREES WITH EXTENDED
DISABILITY BENEFIT (EDB) CLAIMS**

These modifications apply only to EDB claims involving disability retirees. For all other EDB claims, standard procedures apply.

Very truly yours,

RICK POPP, Director
Employee Benefits
Human Resources

Concur: Jimmy Settles

**EMPLOYEE AND RETIREE GROUP INSURANCE PLAN AUTO,
HOMEOWNERS AND PERSONAL LIABILITY INSURANCE COVERAGE**

September 15, 2003

Mr. Gerald D. Bantom
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Bantom:

Subject: Employee and Retiree Group Insurance Plan Auto,
Homeowners and Personal Liability Insurance Coverage

This is to confirm that the Company and the Union agree to continue the current Auto, Homeowners, and Personal Liability Insurance Program for the duration of this Agreement and that the following terms and conditions remain applicable to the operation of the Program.

- The Program is offered to employees and retirees (including employees on leave of absence) as a convenience and is not to be considered a Company benefit program.
- The Union will not seek employer funding or subsidy of such Insurance Program.
- The Program will be a self-paid optional insurance program funded solely by employee and retiree contributions. The Company will have no financial obligation or other liability for the Program.
- The Program will be maintained separately from the program operated for salaried employees.
- The Company's sole involvement with the operation of the Program shall be limited to providing payroll/pension deduction of the monthly premium due from employees and retirees who participate.
- Any incremental expense incurred by the Company in offering the Program to employees and retirees (e.g., systems modification, consultant fees, communications, or on-going provision of eligibility information) will be reimbursed by the insurer operating the Program.

**EMPLOYEE AND RETIREE GROUP INSURANCE PLAN AUTO,
HOMEOWNERS AND PERSONAL LIABILITY INSURANCE COVERAGE**

- The Company will not be responsible for administration of such insurance and will not become involved in the rate setting process.
- The Company will not be responsible for any quality control issues.
- Any expense related to development and implementation, other than costs to effect payroll or pension deduction of premiums, will be borne by the insurer.
- Any premium or other taxes incurred as a result of the Program are the responsibility of the insurer.
- Premiums will be paid solely by employees and retirees participating in the program and will not be the responsibility of the Company.
- The Company will not be involved in the resolution of any dispute between a participating employee or retiree and the insurer operating the Program. Program participants will follow dispute resolution procedures established by the insurer.
- The parties will mutually select the Program administrator and the insurer.
- The Company has no obligation to bargain over rates, premiums or discounts.

The parties further understand:

- Rates may vary significantly by individual, by state due to state insurance laws, and by county within each state due to claims experience.
- Participation by employees and retirees is voluntary and payroll deduction may not be available to all employees (e.g., employees on leave of absence).
- The Company cannot control the level of discounts offered by the insurer.
- Some of the insurer's administrative conditions (e.g., service center hours of operation) may be negotiable.

**EMPLOYEE AND RETIREE GROUP INSURANCE PLAN AUTO,
HOMEOWNERS AND PERSONAL LIABILITY INSURANCE COVERAGE**

The parties will jointly review the Program, as needed, and mutually agree to any changes, including vendor changes, in the Program. Approved vendors will be required to supply the parties with on-going and annual reports as may be needed for program evaluations.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Gerald D. Bantom

**EXTENDED DISABILITY BENEFITS –
PRESUMPTION OF RETIREMENT BENEFITS**

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Extended Disability Benefits – Presumption of
Retirement Benefits

During these negotiations, the parties discussed the presumption of disability retirement benefits under the Retirement Plan at the 24th month of Extended Disability Benefits (EDB). This Group Life and Disability Insurance (GL&DI) Program provision is applicable to those who have not supplied sufficient evidence of retirement application denial. The parties expressed mutual concern for the administrative process of this GL&DI Program provision.

Following these negotiations, the parties will review the identified concerns involving the impact of disability retirement application processing on the continuation of EDB. As appropriate and feasible, process improvements will be pursued. Additionally, communications sent by the Insurer to employees regarding the requirement to apply for disability retirement will be improved.

Very truly yours,

RICK POPP, Director
Employee Benefits
Human Resources

EXTENDED DISABILITY BENEFIT CLAIMS - BUYOUTS

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Extended Disability Benefit Claims – Buy-outs

During these negotiations, it was agreed that the parties would review and discuss offering Extended Disability Benefit (EDB) buy-outs for certain hourly employees. The parties agreed they would meet as soon as possible to discuss the methodology and administrative concerns of such buy-outs. EDB buy-outs would not be offered without mutual consent by the parties.

Very truly yours,

RICK POPP, Director
Employee Benefits
Human Resources

INDEPENDENT MEDICAL EVALUATIONS AND RETURN TO WORK

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Independent Medical Evaluations and Return to Work

During these negotiations, the parties discussed issues regarding the Independent Medical Evaluation (IME) process with respect to procedures followed when an employee attempts to return to work following an IME scheduled by the Insurer, in which the employee was found able to work. As a result of such discussions, the parties agreed that, in those instances where, following an IME which found the employee able to work, the Plant Physician will not allow the employee to return to work (deferral), the following will apply:

- The Plant Physician will notify the Corporate Physician of the potential deferral and seek concurrence. If both physicians agree, they will promptly notify the Insurer of the deferral, the basis for the deferral and the period of the deferral. The Insurer will continue the payment of Accident and Sickness (A&S) or Extended Disability Benefits (EDB) from the date of the IME only for the period the deferral remains in place.
- During a period of such deferral, the employee shall not be subject to the IME procedures with regard to the condition for which the Plant Physician deferred the employee.
- In the event an employee is deferred, subsequently released for work by their treating physician for the condition(s) which caused the deferral, and upon reporting for work is again deferred, the letter of understanding titled *Referral – Difference of Opinion Between Personal and Plant Physician*, of the Collective Bargaining Agreement will be employed to resolve a dispute over their ability to work.

INDEPENDENT MEDICAL EVALUATIONS AND RETURN TO WORK

In those instances in which the employee was found able to work as a result of an IME and the Plant Physician is in agreement with the results, but the personal physician does not agree, the terms of the August 16, 2005 letter agreement regarding Independent Medical Evaluations will apply.

Additional issues regarding the above which may arise during the period of the Agreement will be discussed and resolved by the parties.

Very truly yours,

RICK POPP, Director
Employee Benefits
Human Resources

INDEPENDENT MEDICAL EVALUATION PROCESS

September 15, 2003

Gerald D. Bantom
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Bantom:

Subject: Independent Medical Evaluation Process

During these negotiations, the Company and the Union have agreed to improve the "Independent Medical Evaluation Program", designed to provide independent disability evaluations in disputed Accident and Sickness and Extended Disability Benefit cases.

The Independent Medical Evaluation Program will be implemented as follows:

- Examinations will be performed by private physicians and/or clinics selected by the Insurer with the advice and consent of the Company and Union. The Company-Union Committee for the Group Life and Disability Insurance Program (established according to the provisions of Section 19) shall meet periodically to discuss and review any problems brought to the attention of the Company by the International Union with respect to such examiners. In conjunction with such discussions, the parties may elect to jointly conduct on-site reviews of such examiners. The reviews may consider the performance of individual examiners in meeting acceptable standards for adequacy of examinations, courtesy, cleanliness of facilities, independence, accessibility for employees, promptness in reporting findings and other criteria of mutual concern to the parties. If the parties conclude it is in their best interest for the Insurer not to continue to utilize a particular examiner, the Insurer will be so advised and the examiner or clinic will no longer receive examination assignments. The parties also may explore, during such meetings, recommendations made by either party with respect to new medical examiners or medical facilities for consideration by the Insurer.

INDEPENDENT MEDICAL EVALUATION PROCESS

- Western Union, U.S. Postal Service, or another reliable delivery service which provides proof of delivery will be utilized to notify employees to report for examinations.
- The Company will instruct the Insurer to provide examiners with an accurate description of the employee's job classification duties and to encourage the examiner to discuss with the employee the nature of the employee's job and work environment in order to facilitate the examiner's determination as to whether the employee is able to work.
- On a periodic basis, the Company-Union Committee for the Group Life and Disability Insurance Program will meet on problems as to the nature and quality of disability examinations and the performance of the facilities being utilized, to review overall program performance, and to consider recommendations by the Committee or the Insurer to improve the program.
- Persons responsible for administering claims at the Insurer will make a conscientious effort, prior to scheduling examinations, particularly for short-term disabilities to:
 - Make telephone contact with the employee or treating physician to determine the employee's current status, if unknown, and
 - Refrain from scheduling for an examination any employee who has not filed a claim for A&S benefits for a period of 18 consecutive months immediately prior to the disability absence (not including time off the roll due to permanent separation), provided the disability absence does not extend beyond the anticipated duration of disability.
- An employee will be given 48 hours advance written or verbal notification of the scheduling of an examination. Examinations will not be performed during a benefit waiting period.
- Reasonable effort will be made to determine by telephone or other means why an employee fails to show up for a scheduled examination. Benefits will be suspended for any

INDEPENDENT MEDICAL EVALUATION PROCESS

employee who fails without good cause to appear for a scheduled exam without timely notice supplied to the Insurer.

- Accident and Sickness or Extended Disability benefits shall terminate as of the date of the examination if the employee is determined to be “able to work” and not disabled, except when the examination results are not available to the employee on the day of the examination, in which case benefits will be payable through the date the results are available to the employee.
- The examination report (both verbal and written) will include, in addition to “able to work” or “not able to work”, “able to work with restrictions”. An employee found “able to work with restrictions” who reports to the plant for reinstatement and is not returned to work as the result of medical restrictions and/or limitations made by the plant physician will continue to receive Accident and Sickness/Extended Disability Benefits. The employee’s continuing need for medical restrictions will be monitored by the plant physician. The written notification of results to the employee determined to be “able to work” or “able to work with restrictions” will include instructions to report to the plant medical.
- Benefit payments will continue for an employee found “not able to work” after having been released to work by the attending physician.
- The Insurer will provide to the Company-Union Committee for the Group Life and Disability Insurance Program on a semi-annual basis information as to the number of examinations scheduled by the Insurer at Company locations and the results, e.g. “able to work”, “not able to work” and “able to work with restrictions”.

While arrangements may differ from one plant area to another due to such factors as the size of the plant, the area involved or the availability of qualified medical examiners, the program, to the extent possible, will include the following:

INDEPENDENT MEDICAL EVALUATION PROCESS

- The results of any examination by an independent examiner, acting as an appropriate medical specialist, will be final and binding on the Company, the Union, the employee and the Insurer;
- Every effort will be made to schedule an IME with an appropriate medical specialist; however, in the event an IME is only possible with a General Practitioner, such results, if in agreement with the findings of the treating physician, will be binding on the parties. If the findings of the General Practitioner who conducted the IME disagree with those of the treating physician, an IME with an appropriate specialist must be scheduled to resolve the difference of opinions.
- An employee may be scheduled for one or more examinations during the same period of disability; and
- An employee examined according to the Independent Medical Evaluation Program will be instructed to call the clinic, plant or Insurer, as appropriate, between designated hours on the day of the examination for a verbal report as to whether he/she is “able to work”, “not able to work” or “able to work with restrictions”.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Gerald D. Bantom

LETTERS OF UNDERSTANDING

September 16, 1996

Mr. Ernest Lofton
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Lofton:

Subject: Letters of Understanding

During these negotiations, the parties reviewed the letters in Volume IV, Letters of Understanding, between Ford Motor Company and the UAW, dated September 17, 1987, and agreed upon those letters which are continued for the term of the 1990 Ford-UAW Collective Bargaining Agreements. Following is a list of letters pertaining to the benefits plans which the parties have agreed need not be included. However, it is our mutual intent that these commitments will be continued during the new Agreement and any substantive changes thereto would require discussion and agreement between the parties.

Pension

- Retirement Benefits for Former Employees of
Chester and Iron Mountain Facilities 9-17-87
- Additional Credited Service - Coke Ovens
and Ingot Mold Foundry 10-4-79
- Foundry Service Retirement 10-31-73

U.C./SUB

- Accrual of Credit Units for Certain
New Employees Covered by a
Comparable SUB Plan 9-17-87
- Notice to Union of Company Appeals
on U.C. Cases 9-17-87
- Weekly SUB Data to Local Unions 9-17-87
- TRA Effects on Maximum Funding 10-5-76
- SUB Claims Processing Procedures 10-5-76
- Time Limits on SUB Claims 10-5-76

LETTERS OF UNDERSTANDING

Group Life

- Improving Payment of Disability Benefits 9-17-87
- Insurance Code on Paycheck Stub 9-17-87
- Reimbursement of Life Insurance Premium 9-17-87

GIS

- Notification of GIS Eligibility Termination 9-17-87
- Application to Temporary Part-Time Employees 9-17-87

Health Care

- COBRA Changes Notice to Union 10-13-87
- Dental Prophylaxes Study 9-17-87
- Review of Certain Insurance Carriers 9-17-87

Miscellaneous

- Availability of IRS Form 5500 9-27-87

Very truly yours,

WILLIAM E. QUARTERMAN,
Manager
Global Benefits Planning and Special
Projects Compensation and Benefits

Concur: Ernest Lofton

**MEDICAL LEAVE OF ABSENCE (MLA)
INTEGRATED WITH DISABILITY CLAIM PROCESS**

November 5, 2015

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Medical Leave of Absence (MLA) Integrated with
Disability Claim Process

During the course of these negotiations, the parties discussed the disability claim process administered by the Insurer of the Group Life and Disability Insurance (GL&DI) Program and the plant-based process utilized to establish a Medical Leave of Absence (MLA).

This letter will confirm the parties' **continued** agreement to simplify the dual process allowing for the disability claim determination of the Insurer to serve as satisfactory evidence for medical leave justification. **As necessary, and as agreed upon by the Company and the Union, existing procedures will be reviewed for process improvements.** The following will apply:

1. Employees will continue to be required to call the toll free number within five working days of their last day of work or be subject to the provisions of Article VIII, Section 5 (4).

Preliminary information about the employee's disability, physician contact information, etc., will be obtained and used as a basis to initiate a disability claim with the Insurer and a conditional MLA with the employee's work location.

2. A standardized disability information package will be mailed by the Insurer **or other secure method.**

The package will not include information concerning various employment laws that are specific to any individual State.

3. Employee's initiating an application for disability benefits and requesting a MLA, are responsible for ensuring their physician has supplied the necessary information for preliminary and ongoing periods of disability. The Insurer will provide

**MEDICAL LEAVE OF ABSENCE (MLA)
INTEGRATED WITH DISABILITY CLAIM PROCESS**

confirmation of claim approval to the employee's work location. Employees with work-related claims must comply with any additional requirements associated with their Workers' Compensation claim.

Integration of the disability claim process with a MLA does not change any contractual requirements of the Collective Bargaining Agreement. In cases of denied claims, the employee will be responsible for contacting the work locations as directed.

The parties will pursue other approaches by mutual agreement, to further streamline these processes as technologies are improved. To the extent that privacy and medical confidentiality laws allow, the Insurer and Company medical departments can share information regarding an employee's disability. The information to be shared will be restricted to the conditions for which the employee has claimed disability benefits and requested a MLA.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

MEDICAL LEAVE OF ABSENCE – UNDERSTANDINGS

November 5, 2015

**Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214**

Dear Mr. Settles:

Subject: Medical Leave of Absence – Understandings

During these negotiations, the Company and the UAW discussed employee, Union and Company responsibility as it relates to the medical leave process and employees returning to work.

The Company and the UAW further discussed certain opportunities to remind plant personnel of established procedures for employees returning to work from a medical leave of absence, including ongoing policy reminders issued to the medical departments and local labor offices.

The parties also discussed employee engagement and accountability in the established processes. Employee understanding and participation throughout the medical leave of absence process, including each employee's obligation to report a claim within five days of the last date worked, is essential to avoiding delays in disability benefit processing and the return to work process.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

MEDICAL PLACEMENT OF RESTRICTED EMPLOYEES

November 3, 2007

Mr. Bob King
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. King:

Subject: Medical Placement of Restricted Employees

During these negotiations, the Union expressed concern over the effectiveness of the Company's procedures for returning employees who have medical restrictions to work. The Company developed standards of practice and guidelines for medical placement of employees to address these concerns.

During the term of this agreement, the parties will review the Company guidelines for medical placement of employees which have been implemented to determine whether they are effective.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Bob King

MEDICAL SUBSTANTIATION AND DISABILITY BENEFITS

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Medical Substantiation and Disability Benefits

During these negotiations, the parties agreed to initiate a process change for all disability claims. For an employee to be deemed wholly and continuously disabled under the provisions of the Group Life and Disability Insurance Plan, the employee must provide medical evidence, satisfactory to the Insurer of the Disability Program that substantiates total disability (i.e. medical substantiation). Absent medical evidence that substantiates total disability, the employee's claim for benefits under the program will be denied.

The denial of any claim under the process described above will be subject to the disability claims review procedures. For any final claim disposition that cannot be resolved by the parties by the Appeal Committee, the parties agree to schedule an Independent Medical Evaluation (IME). The parties will agree to the disability determination of the IME. If the employee has returned to work, the parties agree to a subsequent peer to peer opinion.

The parties mutually agree to a phased implementation plan ramping up through 2012. The parties will jointly evaluate the 2012 experience to ensure it is working as designed and is producing satisfactory results and target full implementation January 1, 2013.

Very truly yours,

RICK POPP, Director
Employee Benefits
Human Resources

Concur: Jimmy Settles

**MILEAGE FOR INDEPENDENT MEDICAL EVALUATION
- GL&DI PROGRAM**

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Mileage for Independent Medical Evaluation - GL&DI
Program

This will confirm our understanding relative to reimbursement of employees for mileage driven when traveling to and from Independent Medical Evaluation (IME) examinations scheduled by UNICARE during administration of Disability Benefits claims under the GL&DI Program.

UNICARE will make every reasonable effort to schedule employees for IME examinations within a one way distance of 30 miles (or the distance driven by such employees to work, if greater) from their place of residence. When IME examinations are scheduled with a medical examiner located more than 30 miles (or the distance driven to work, if greater) from their residence, employees upon request, will be reimbursed by UNICARE based on the Internal Revenue Service (IRS) mileage rate for the actual miles driven from the residence to the physician's office and back using the most direct route available. Mileage reimbursement will be made after employees have kept their appointment with the IME examiner. Mileage reimbursement will not be made for IME examinations conducted within 30 miles of the employees' residence.

If employees who would otherwise qualify for the above payment do not have access to a motor vehicle, arrangements may be made with UNICARE, in advance of the examination, for reimbursement of the cost of other transportation approved by UNICARE.

Very truly yours,

RICK POPP, Director
Employee Benefits
Human Resources

Concur: Jimmy Settles

**OPTIONAL EMPLOYEE PAID
EXTENDED DISABILITY COVERAGE**

November 3, 2007

Mr. Bob King
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. King:

Subject: Optional Employee Paid Extended Disability Coverage

During these negotiations, the Company and Union discussed the importance of offering an optional, fully employee-paid long-term disability benefit program for low seniority employees. Employees would pay the full cost of any such program. Company involvement with the program shall be limited to providing for payroll deduction of the monthly premiums required of employees who participate in the long term disability program. Implementation of an Optional Disability Program will require the plan administrator to have the ability to link with Ford payroll systems at no cost to the Company. The parties' agree to explore the availability and viability of such a program at a future date to be mutually determined.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Bob King

**OPTIONAL LIFE INSURANCE PLANS -
SPECIAL ENROLLMENT PERIODS 2016, 2017, 2018, AND 2019**

November 5, 2015

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Optional Life Insurance Plans - Special Enrollment
Periods **2016, 2017, 2018, and 2019**

During these negotiations, the Union requested that active employees not participating in the Optional Dependent Group Life and/or Optional Employee Group Life insurance plans be given in **2016, 2017, 2018, and 2019** an opportunity to enroll at the first or second level of coverage without having to provide evidence of insurability; provided however, that employees/dependents previously denied coverage due to a medical condition must provide evidence of insurability to enroll in the plans. Coverage for nonparticipating employees enrolling at the first or second levels of coverage during the open enrollment will become effective on the first of the month following receipt of their application. Nonparticipating employees enrolling in a level higher than the first two levels will be required to submit evidence of insurability and be approved for coverage before their application will be effective.

The parties have agreed that in each year above, employees will be provided a 45-day period in which to enroll. The parties will mutually agree on the timing of this window. Suggested timing of this window shall be the first Quarter of each calendar year. Coverage will become effective on the first day of the calendar month following the date of enrollment, provided the employee is actively at work on such date.

The parties also have agreed that during each of these open enrollment periods, employees presently participating in Dependent Group Life Insurance and/or Optional Employee Group Life Insurance will be given an opportunity to increase the amount of coverage in force of 1 level without providing evidence of insurability; provided however, that employees/dependents previously denied coverage due to a medical condition must provide evidence of insurability to increase the one level. The increased

OPTIONAL LIFE INSURANCE PLANS -

SPECIAL ENROLLMENT PERIODS 2016, 2017, 2018, AND 2019

amount of insurance will become effective on the first day of the calendar month next following the date the employee elects such increase, provided the employee is actively at work on such date.

The open enrollments will include an annual postcard notification to employees, at the insurance carrier's expense, advising eligible employees of the open enrollment, unless the parties mutually agree on an alternative notification method.

Results of the enrollments will be provided to the Union within 90 days of the end of each open enrollment period.

Very truly yours,

Bernie Swartout
Director
Compensation & Benefits

Concur: Jimmy Settles

OPTIONAL LONG TERM DISABILITY (OLTD) PROGRAM

November 5, 2015

**Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214**

Dear Mr. Settles:

Subject: Optional Long Term Disability (OLTD) Program

During these negotiations, the Company and Union discussed the **OLTD Program**. Employees pay the full cost of any such program. **Continued offering of the OLTD Program** requires the plan administrator to have the ability to link with Ford payroll systems at no cost to the Company.

The OLTD Program provisions are determined by the Insurer (UniCare Life & Health Insurance Company “UniCare” or other designated carrier as agreed upon by the parties). Provisions of the OLTD Program are defined in the certificate of coverage. The certificate is available through the Insurer (UniCare).

The parties’ agree to explore the availability and viability of **an annual open enrollment for the OLTD Program, subject to agreement by the Insurer (UniCare).**

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

PHYSICIAN ABUSE OF DISABILITY PROGRAM

November 3, 2007

Mr. Bob King
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. King:

Subject: Physician Abuse of Disability Program

The parties recognize that a relatively small number of physicians promote overuse and inappropriate utilization of the Disability provisions of the Group Life & Disability Insurance (GL&DI) Program primarily by certifying that an employee is totally disabled under certain circumstances and for periods of time that are generally not consistent or compatible with the total disability certification issued by physicians generally.

In a joint effort to minimize inappropriate use of disability benefits, the parties agree to establish the following arrangement as indicated below.

Develop a list of physicians who, based on mutually satisfactory criteria, show a pattern of certifying total disability under circumstances that differ noticeably from those that generally appear in the Program. Certification of total disability from a physician on the list approved by the Committee will no longer be regarded as due proof of disability. A physician may be added to or deleted from the list by the GL&DI Company-Union Committee. Disability benefits shall not be denied to the employee unless it is established that the employee was notified that a certification of disability from a physician on the list would not be regarded as due proof of disability. In addition, any certification from such physician will not be recognized by the Company for purposes of excused absences.

The foregoing arrangements will not alter the eligibility and benefit plan requirements of the GL&DI Program with respect to Accident and Sickness benefits or carrier claim administration.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Bob King

**PROCEDURE FOR GIVING NOTICE TO
EMPLOYEES FOR IMPARTIAL MEDICAL EXAMINATIONS**

October 9, 1999

Mr. Ron Gettelfinger
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Gettelfinger:

Subject: Procedure for Giving Notice to Employees for Impartial
Medical Examinations

During past negotiations, the Union expressed concern about the procedure used to notify employees that they are scheduled for an Independent Medical Examination (IME) in conjunction with their disability benefits claim. The Union expressed specific concern that some employees were not receiving the examination notice in a timely manner. To improve this situation, the parties agreed to an employee notification procedure. This is to confirm that UNICARE Life and Health Insurance Company will continue the following employee notification procedure when processing employee disability claims.

1. An IME appointment Mailgram will continue to be sent to the address provided by the employee on the statement of claim or, in instances in which an address has not been provided, to the employee's address of record with the Company.

The Mailgram will be amended to request that the employee notify UNICARE immediately by calling the toll-free (800) number to be provided on the Mailgram if, for some reason, the appointment cannot reasonably be kept.

2. An IME appointment will be immediately rescheduled for an employee who advises UNICARE within two working days of the scheduled appointment date of an inability to keep the appointment for justifiable cause.
3. Upon receipt of notice from the IME examiner that an employee has failed to keep a scheduled IME appointment, UNICARE will review the time keeping record of the employee's work location to ascertain if the employee has returned to work.

**PROCEDURE FOR GIVING NOTICE TO
EMPLOYEES FOR IMPARTIAL MEDICAL EXAMINATIONS**

An employee who has failed to keep a scheduled IME appointment and who has not returned to work will be sent a second Mailgram advising the employee that:

- An appointment was scheduled for an IME which the employee did not keep.
 - Disability benefits are suspended as of the date following the scheduled IME appointment.
 - UNICARE should be contacted immediately at the toll-free (800) number provided in the Mailgram to reschedule the IME appointment.
 - Suspended benefits will be restored if the IME confirms the employee's disability.
4. Requests from an employee for reinstatement of suspended benefits will be considered by UNICARE on an individual case basis. Claims which cannot be resolved by UNICARE may be appealed to the Life and Disability Programs Department, Human Resources.

The parties expressed a mutual concern for the fairness and consistent application of the procedures used to administer Impartial Medical Examinations. In the event the procedure does not resolve the Union's concerns, changes may be considered by the Company-Union Committee as provided under Section 19 of the Group Life and Disability Insurance Program.

Very truly yours,

LEE MEZZA, Manager
Direct Compensation and Benefits
Human Resources

Concur: Ron Gettelfinger

RECOVERY OF OVERPAYMENTS

September 16, 1996

Mr. Ernest Lofton
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Lofton:

Subject: Recovery of Overpayments

During these negotiations, the parties discussed the need to improve procedures for recovering disability plan benefit overpayments. In addition, the Union expressed concern regarding the Company's practice of not allowing an employee to waive Accident and Sickness (A&S) benefits to receive Retirement Plan benefits in those instances where there is an existing overpayment on an A&S claim.

In recognition of the Union's commitment to support Company efforts in collecting overpayment, the Company has agreed to allow employees to waive A&S eligibility if so requested in those instances where there is an existing overpayment.

It is understood that this letter does not change the obligation of employees to repay benefit overpayments.

Very truly yours,

WILLIAM E. QUARTERMAN,
Manager
Global Benefits Planning and
Special Projects
Compensation and Benefits

Concur: Ernest Lofton

**SOCIAL SECURITY DISABILITY INSURANCE BENEFITS (SSDIB)
FILING PROCEDURES AND THE GROUP LIFE AND DISABILITY
INSURANCE PROGRAM (GL&DI)**

November 5, 2015

**Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214**

Dear Mr. Settles:

Subject: Social Security Disability Insurance Benefits (SSDIB)
Filing Procedures and the Group Life and Disability
Insurance Program (GL&DI)

This is to confirm our understanding regarding events associated with Accident and Sickness (A&S) and Extended Disability Benefits (EDB) as they relate to Social Security Disability Insurance Benefits (SSDIB). Outlined below are the mutually agreed upon procedures that will apply with regard to Section 11 (h) and Section 13(b) (1) (iii) of the GL&DI Program:

1. In the twenty-**fourth** week of disability, the Insurer will send notice to the employee to explain the application requirements for SSDIB. Employees who do not expect to be disabled in excess of 12 months can submit a written statement to that effect from their legally licensed physician. A standardized form will be provided for this purpose. The physician statement must be supplied to the Insurer before expiration of the twenty-eighth week of disability. If the information is satisfactory to the Insurer and timely, the employee will be exempt from the SSDIB application requirement except as noted below.
2. Between the twenty-eighth and thirtieth week of disability, based on referral from the Insurer, the Social Security advocacy group, **New Legal Services Plan** (provided the **New Legal Services Plan** meets the requirements described in the Legal Services Plan letter Social Security Insurance Benefit Claims), will evaluate those claims for which no physician statement has been received as referenced in (1) above.
 - (a) For cases selected for SSDIB application process by the Social Security advocate, the employee will receive written

**SOCIAL SECURITY DISABILITY INSURANCE BENEFITS (SSDIB)
FILING PROCEDURES AND THE GROUP LIFE AND DISABILITY
INSURANCE PROGRAM (GL&DI)**

notification from the Insurer outlining his/her responsibilities and the application assistance that will be provided to the employee through the advocate.

- (b) Cases that do not immediately proceed through the Social Security advocacy process may be referred by the Insurer to the advocate at a future date and the employee may be notified at that time, that an application for SSDIB is required.
- 3. Social Security advocates will be used to assist the employee with the SSDIB application process and oversee the progression of the employee's case through to completion. Electronic withdrawal from the employee's bank account (account sweep) will be utilized by the Social Security advocate to efficiently recover the disability overpayment associated with any retroactive award of SSDIB.
- 4. The Insurer will reduce employee's A&S and EDB benefits by the amount of SSDIB for which the employee is presumed to be eligible if the employee fails to complete the initial SSDIB application within 45 days from the date of notification.
- 5. The Insurer will reduce an employee's A&S and EDB benefits by the amount of SSDIB for which the employee is presumed to be eligible effective the date of the original SSDIB application if:
 - (a) The employee chooses to stop working with the Social Security advocate at any time.
 - (b) The employee fails to agree to an electronic sweep of his/her account for purposes of collection of a retroactive award of SSDIB.
- 6. In the event the employee is referred for Social Security advocacy and the advocacy group determines the employee is not likely to be approved for SSDIB, a presumed SSDIB offset will not be applied.
- 7. In the event of a denial of SSDIB, the employee will be required to pursue any further action recommended by the Social Security advocate (e.g., reconsideration/appeal; hearing). If at any time the employee decides not to work with the Social

**SOCIAL SECURITY DISABILITY INSURANCE BENEFITS (SSDIB)
FILING PROCEDURES AND THE GROUP LIFE AND DISABILITY
INSURANCE PROGRAM (GL&DI)**

Security advocate, the Insurer will reduce employee's A&S and EDB benefits by the amount of SSDIB for which the employee is presumed to be eligible effective the date of the original SSDIB application.

8. At the recommendation of the Social Security advocacy group, an employee may be directed to make a second application for SSDIB. The request of the Insurer would be based on worsening of an employee's condition, continued disability, changes in Social Security rules, etc. In such cases, all of the above outlined actions would apply.
9. Employees who pursue a SSDIB application outside of the Social Security advocacy process must supply the Insurer with notice of SSDIB filing within 30 days of the application and provide the Insurer with notification of award/denial within 30 days of the decision. In the event of a denial of SSDIB, the Insurer may refer the case to the Social Security advocacy group to assist the employee with the appropriate next step in the review process. Cooperation by the employee is required to avoid a presumed offset of SSDIB.
10. At any time while an A&S or EDB claim is pending, upon request from the Insurer or Social Security advocate, an employee may be instructed to supply a completed authorization for the release of Social Security information. Failure to supply the authorization to the Insurer within 30 days of the request will result in a presumed offset of SSDIB effective the first of the month following the 30 day period.
11. If SSDIB is presumed pursuant to the foregoing provisions and the employee subsequently makes the required filing with Social Security and provides proof of the same to the Insurer, the employee will be refunded any benefits presumed on and after the date the required filing was actually made with Social Security. Any benefits presumed prior to the filing date with Social Security will remain offset against the employee's A&S or EDB for the duration of non-compliance.

Reminder notices will be sent to the employees throughout the claim process to help ensure the employee's understanding of his or her responsibilities in the process. In all cases, overpayments associated

**SOCIAL SECURITY DISABILITY INSURANCE BENEFITS (SSDIB)
FILING PROCEDURES AND THE GROUP LIFE AND DISABILITY
INSURANCE PROGRAM (GL&DI)**

with a retroactive SSDIB award must be repaid in full to the Insurer within 30 days of award unless other repayment arrangements have previously been approved by the Insurer and/or Company. Failure to repay the full amount of overpayment within 30 days may result in a referral of the overpayment amount to a collection agency, which may result in legal action.

No presumption will be made regarding Social Security old age insurance benefits unless the employee refused to provide evidence that such a benefit is not being received.

This process will be implemented as soon as practical following the conclusion of these negotiations. All processes, procedures, form/statements associated with this letter will be developed by mutual agreement by the parties.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

ADDITIONAL HEALTH CARE ENHANCEMENTS AND CHANGES

November 5, 2015

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Additional Health Care Enhancements and Changes

During these **and past** negotiations, the Company and Union have agreed to significant improvements to the plan design of the National PPO, including an expanded list of preventive services provided at no charge and an unlimited number of covered office visits. The following additional enhancements and modifications to **the National PPO and Blue Preferred Plus** plans were also agreed:

- Unlimited number of office visits, each at a \$20 co-pay, for the National PPO Plan.
- Transition lenses that adapt to changing light added to vision coverage.
- **Enhance coverage for autism to include outpatient Applied Behavior Analysis (ABA) therapy, where medically appropriate, pursuant to ABA regulations.**
- **Provide coverage for medically necessary and non-experimental allergy testing and immunotherapy services. Allergy serum will continue to be covered under the drug program.**
- **Provide coverage for insulin pumps and Continuous Glucose Monitoring Systems (CGMS) for patients with appropriate clinical indicators, consistent with the medical policy of the carrier.**
- **Provide coverage for injections in a provider's office where therapeutically appropriate and consistent with the medical policy of the carrier.**

ADDITIONAL HEALTH CARE ENHANCEMENTS AND CHANGES

- **Provide coverage for observation care immediately following outpatient surgery or diagnostic testing.**
- **Provide coverage for routine services associated with approved clinical trials according to Medicare policy.**
- National PPO Pharmacy benefit changes, including:
 - Utilize the Pharmacy Benefit Manager's Maintenance Drug List.
 - Study the potential to increase utilization of the Specialty Pharmaceutical Network.

The parties also agree to continually look for and implement actions to improve administrative efficiencies and **quality, reduce cost and** maintain legal compliance **in the** benefit plans.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

ADMINISTRATIVE SERVICES ONLY (ASO) AND SELF INSURANCE

November 5, 2015

**Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214**

Dear Mr. Settles:

Subject: Administrative Services Only (ASO) and Self Insurance

Pursuant to your request, we have reviewed the concerns expressed regarding changing to an Administrative Services Only (ASO) or Self Insured arrangement. The following is our response to these concerns:

Expeditious Payment: Reimbursement of claims and payment for the delivery of benefits will be paid on the same timely basis as with insured plans so as not to negatively affect the delivery of benefits.

The level, scope and delivery of benefits will not be altered as a result of changing from an insured plan to an ASO or Self Insurance.

Yours very truly,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

AFFORDABLE CARE ACT

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Affordable Care Act

In 2010, the Patient Protection and Affordable Care Act and the Health Care Education Reconciliation Act (collectively, the “Affordable Care Act” or “ACA”) became law. While the ACA did not establish a federal health plan, it did impose many requirements for health plan design on the companies that sponsor health plans. Some of these requirements are already in place, while others will be effective in the future.

Because changes have been and will be made to the H-S-M-D-D-V Program solely to meet ACA requirements, the Company and Union agree that should the ACA be (in whole or part) 1) repealed, 2) amended or 3) deemed to be unconstitutional by the U.S. Supreme Court, any change to the H-S-M-D-D-V Program made to conform with ACA provisions that no longer exist or apply will be made by mutual agreement.

Very truly yours,

RICK POPP, Director
Employee Benefits
Human Resources

Concur: Jimmy Settles

ALTERNATIVE PLAN VALUE

November 3, 2007

Mr. Bob King
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. King:

Subject: Alternative Plan Value

In calculating the Company's monthly contributions (and any required member contributions) under Section 4(f) of the H-S-M-D-D-V Program toward the cost of coverage for eligible members subscribing to an alternative plan under Section 2 of the Program, the following method will be used:

1. At the time of any change in the component premium rates (i.e., single, two-party, family) of either an alternative plan or the corresponding local plan, the alternative plan composite premium shall be compared to an adjusted local plan composite premium developed by using comparable local plan component rates and the alternative plan enrollment mix of Company employees who are then members of the alternative plan. If less than thirty (30) employees of the Company are then members of the alternative plan (which includes all new alternative plans), the national enrollment mix of all Company employees who are enrolled in alternative plans will be used in calculating its composite premium rate and comparing its rate to that of the corresponding local plan so as to produce more reasonable statistical results. Whenever possible, these calculations will employ separate enrollment mixes for Company hourly and salaried employee groups, respectively.
2. If the adjusted local plan composite premium is in excess of the alternative plan composite premium, the Company shall pay the full premiums of eligible members subscribing to the alternative plan. See Example #1 on the attachment.
3. If the alternative plan composite premium is in excess of the adjusted local plan composite premium, the Company's contribution on behalf of an eligible member enrolled in such alternative plan shall be limited to the amount obtained by

ALTERNATIVE PLAN VALUE

multiplying the amount of the applicable component premium rate for the alternative plan by the ratio derived from the adjusted local plan composite premium divided by the alternative plan composite premium. The alternative plan member contribution amount shall be the difference between the appropriate alternative plan component rate less the applicable Company contribution. See Example #2 on the attachment.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Attachment

Concur: Bob King

ALTERNATIVE PLAN VALUE

ATTACHMENT

Example #1

	<u>Alternative Plan</u>		<u>Local Plan</u>
	<u>Enrollment</u>	<u>Monthly</u>	<u>Monthly</u>
	<u>Mix</u>	<u>Rates*</u>	<u>Rates*</u>
Single	16%	\$ 35.00	\$ 30.00
Two-Party	23	75.00	70.00
Family	63	100.00	110.00
Composite		\$ 85.00	\$ 88.00

The adjusted local plan composite rate of \$88.00 is in excess of the alternative plan composite premium of \$85.00. Therefore, even though the alternative plan single and two-party component rates exceed those of the local plan, the Company will pay the full premiums of all members enrolled in the alternative plan.

Example #2

Single	16%	\$ 35.00	\$ 30.00
Two-Party	23	75.00	60.00
Family	61	100.00	100.00
Composite		\$ 83.85	\$ 79.60

The alternative plan composite premium of \$83.85 is in excess of the adjusted local plan composite premium of \$79.60. Shown below is the payment of the alternative plan premiums.

- Alternative plan composite rate: \$83.85
- Adjusted local plan composite rate: \$79.60
- Ratio of the adjusted local plan composite premium to the alternative plan composite premium: $\$79.60 \div \$83.85 = .949$
- Company and member monthly liability

	<u>Alternative Plan</u>	<u>Company Liability</u>	<u>Member</u>
	<u>Component Rates*</u>	<u>(Component x .949)</u>	<u>Liability</u>
Single	\$ 35.00	x .949=\$33.22	\$ 1.78
Two-Party	75.00	x .949=\$71.18	3.82
Family	100.00	x .949=\$94.90	5.10

* The calculation of Company and member liability would be based on each specific alternative plan component rate.

**AMBULANCE TRANSPORTATION TO
EMERGENCY ROOM FROM COMPANY FACILITY**

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214
Dear Mr. Settles:

Subject: Ambulance Transportation to Emergency Room from
Company Facility

During the course of these negotiations, the parties discussed situations where an employee may be sent to the Emergency Room in an Ambulance at the direction of Company Medical Personnel. The parties agree that in those situations, the Company will pay for the cost of transportation in an ambulance and the co-pay for the Emergency Room visit under the H-S-M-D-D-V Program will be covered, even if the employee is not admitted.

Very truly yours,

RICK POPP, Director
Employee Benefits
Human Resources

Concur: Jimmy Settles

**AMBULATORY SURGICAL FACILITIES (ASF) AND
FREESTANDING AMBULATORY SURGICAL CENTERS (FASC)**

October 9, 1999

Mr. Ron Gettelfinger
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Gettelfinger:

Subject: Ambulatory Surgical Facilities (ASF) and Freestanding
Ambulatory Surgical Centers (FASC)

During these negotiations, the parties discussed the criteria that would be applicable for determining coverage for services provided by ASF and FASC. The parties agreed that, subject to approval for benefit payment by the carrier, the criteria that is applicable for a ASF/FASC to be recognized as an approved facility under the H-S-M-D-D-V Program is shown below:

- Must meet all local state licensing and any Certificate of Need (CON) requirements that may exist in the state; and
- Be accredited by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO), the American Osteopathic Association for the Accreditation Association for Ambulatory Health Care (AAAHC), and
- Be approved for reimbursement as an ambulatory surgical center (ASC) under Medicare; and
- Have a written referral agreement with at least one acute care hospital; and
- If required by the carrier, meet any carrier-designated need tests and enter into a written agreement with the local carrier to provide services in accordance with established reimbursement and utilization review policies for such facilities.
- If limiting services to a single specialty, be subject to a Certificate of Need (CON) required by the state or other carrier-designated need tests.

**AMBULATORY SURGICAL FACILITIES (ASF) AND
FREESTANDING AMBULATORY SURGICAL CENTERS (FASC)**

To the extent a local carrier has a process for relating approved capacity to anticipated need and actual capacity within the area exceeds anticipated need, the carrier may, with the approval of the parties, contract with a limited number of facilities. Similarly, the Company and the Union may conclude that it is in the best interest of the Program to limit approved outpatient surgical capacity in a geographic area. In such cases, selections will be made on the basis of quality and cost. Further, the Company and the Union may withdraw approval of particular facilities in the event of quality concerns.

Very truly yours,

LEE MEZZA, Manager
Direct Compensation and Benefits
Human Resources

Concur: Ron Gettelfinger

BENEFITS FOR LONG TERM SUPPLEMENTAL EMPLOYEES

November 5, 2015

**Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214**

Dear Mr. Settles:

Subject: Benefits for Long Term Supplemental Employees

During these negotiations the parties agreed to discontinue the Long-Term Supplemental (LTS) classification of employees. Those employees who are classified as LTS as of November 23, 2015 will be eligible for the following benefits:

Hospital-Surgical-Medical-Drug coverage as of the 90th day following date of hire (or earlier as required by law) and their enrollment is limited to the National Preferred Provider Organization (NPPO), modified to include the cost-sharing requirements shown in the table below:

Annual Deductible	
In-Network	
Single	\$300
Family	\$600
Out-of-Network	
Single	\$1,200
Family	\$2,100
Co-Insurance	
In-Network	10%
Out-of-Network	35%
Out-of-Pocket Maximum	
In-Network	
Single	\$1,000
Family	\$2,000
Out-of-Network	
Single	No Limit
Family	No Limit
Prescription Drugs (Retail and Mail Order)	
Generic	\$7.50/script
Brand	\$15.00/script
Office Visit	\$20 co-pay

BENEFITS FOR LONG TERM SUPPLEMENTAL EMPLOYEES

The opportunity for survivors to continue coverage, or for the subject employees to continue coverage post-employment or for periods not in active service will be limited to self-pay continuation that may be available under federal law.

Long-Term Supplemental employees will be eligible to participate in the Dependent Care Assistance Plan described in the Dependent Care Assistance Plan Letter of Understanding.

Savings

LTS employees are eligible to participate in the Tax-Efficient Savings Plan for Hourly Employees (TESPHE); however, they are not eligible for the Supplemental Contribution of an amount equal to \$1.00 for every compensated hour into the TESPHE in lieu of Company contributions for health care coverage in retirement or Retirement Contributions.

Retirement Plan

LTS employees shall not accrue pension benefits under any Company-sponsored qualified defined benefit pension plan. However, service earned from date of hire by such employee as a LTS employee shall be recognized under such plan solely for eligibility, vesting and participation with respect to any benefit they accrued while a seniority employee.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

Note: This letter replaces the following letter: Long-Term Supplemental Employees, October 4, 2011.

BENEFITS TRAINING AND EDUCATION

September 15, 2003

Mr. Gerald D. Bantom
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Bantom:

Subject: Benefits Training and Education

During the current negotiations, the parties renewed their commitment to provide on-going training programs for Company and Union Benefits Representatives in order to improve the quality of service provided to hourly employees by the National Employee Services Center (NESC) and the Union Benefits Representatives at their various locations. The parties also recognized the importance of communications programs aimed at educating employees about their benefits. It was agreed that such training and education programs will be developed jointly by the Company and National Ford Department teams at the NESC and the cost of developing and implementing such programs properly may be paid from the National Program Center as approved by the Joint Governing Body. These include, but are not limited to, the following:

- The annual joint Company-Union Benefits Training Conference.
- Continuing education program for Union Benefits Representatives provided by the NESC.
- Periodic training needs assessments to evaluate training and education needs to improve employee service.
- Ad hoc training meetings on legal developments or other special needs.
- Training or instruction deemed necessary to qualify properly appointed alternate Union Benefits Representatives to perform their function satisfactorily.

Included also are any travel, lodging and living expenses incurred by Company and Union representatives in relation to the above. In addition, the Fund will pay for lost time (eight hours per day base

BENEFITS TRAINING AND EDUCATION

rate plus COLA) of full-time and alternate Union Benefits Representatives attending such programs away from their locations. The Company will pay for the time (eight hours per day base rate plus COLA) of alternate Union Benefits Representatives who replace those attending such programs.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Gerald D. Bantom

BLOOD SERVICES

September 15, 2003

Mr. Gerald D. Bantom
Vice President and director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Bantom:

Subject: Blood Services

During these negotiations, the Company and the Union discussed the medical plan exclusion for whole blood and packed red blood cells and the Union expressed concern that some members might be adversely impacted by this exclusion.

The Company and Union agreed that this exclusion will be removed from the Traditional Plan and the PPO effective September 29, 2003, and references to whole blood and packed red blood cells will be removed from the list of excluded services in the Administrative Manual when it is next revised.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Gerald D. Bantom

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Carrier Administration

During present negotiations, the Company and Union discussed the feasibility of pursuing competitive bids related to the administration of the H-S-M-D-D-V Program with the objective of improving the quality of Program administration, reducing administrative costs, promoting practices which lower claims costs, and improving customer service. The Union stated that, alternatively, it would be more appropriate to develop and implement performance standards that would enhance the present carriers' performance and cost effectiveness.

We agree that as soon as practicable after the conclusion of the present negotiations, the Company-Union Committee, as described in Section 12 of the H-S-M-D-D-V Program, will meet to discuss the establishment of such performance standards. The standards will be designed to encourage carriers to achieve a higher level of administrative performance in such areas as claims management, employee servicing, record keeping, reporting capability, cost containment programs administration, data processing, and overall cost effectiveness.

If it is determined after an appropriate period of time that certain carriers are not meeting the agreed-upon performance standards, the Company-Union Committee will consider requesting competitive bids for the services provided by those carriers with poor performance. Following receipt of the competitive bids, the Company-Union Committee will review the proposals and jointly determine the course of action to be taken.

Very truly yours,

RICK POPP, Director
Employee Benefits
Human Resources

Concur: Jimmy Settles

COMMUNITY HEALTH CARE INITIATIVES

September 15, 2003

Mr. Gerald D. Bantom
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Bantom:

Subject: Community Health Care Initiatives

This letter shall confirm our mutual understanding that all consultant fees incurred by the Company-Union Committee described in Section 12 of the H-S-M-D-D-V Program in connection with community health care initiatives will be charged against the National Program joint funds.

Community Initiative Directors (CIDs) shall be employees of the Company, and receive pay and benefits from the Company, which shall be treated as an administrative expense of the H-S-M-D-D-V Program.

It is further understood that the UAW Co-Initiative Director positions are not permanent positions; that such positions shall cease when the local initiative is deemed, at the sole discretion of either party, to have reached a conclusion; and that, upon termination, the holders of such positions shall return to a job at their home plant in accordance with the provisions of the Collective Bargaining Agreement.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Gerald D. Bantom

November 5, 2015

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Community Health Care Initiatives

During these negotiations, the Union and the Company conducted extensive discussions regarding the continued development of the Community Health Care Initiatives process. In designated communities the Company and the Union work with others in the community to initiate community activities designed to improve the overall health status of area residents and improve the quality and cost effectiveness of the local health care delivery system.

The parties reaffirm that Community Health Care Initiatives Programs have the potential to promote high quality, cost effective health care delivery systems for the entire community and thereby enhance the effectiveness and value of the health care benefits provided to UAW-represented eligible Ford enrollees, under the H-S-M-D-D-V Program. **The** Company-Union Committee described in Section 12 of the H-S-M-D-D-V Program will meet to further develop specific measurable objectives focusing on cost-effective, quality **Action Plans**, to be used in ongoing activities as soon as practicable in the Kansas City and Louisville **programs**. The objectives will be consistent with the principles outlined in the attached Vision-Mission Statement.

The parties are committed to work closely together to effectively monitor the results of these initiatives.

The Action Plans will identify areas for program activities designed to achieve demonstrable improvements in health status, quality and cost effectiveness of the health care delivery system over time. Typical community activities would include, but not be limited to:

- Collaboration with consumers, purchasers, providers, health care plans, carriers and other interested parties to develop activities that will assist a community in utilizing all its health

COMMUNITY HEALTH CARE INITIATIVES

care resources effectively, and balancing those resources with its health care needs,

- Evaluation of provider cost disparities as well as practice variations,
- Creation of specific programs that incorporate pharmacy data with medical data so that treatment patterns may more accurately reflect evidence-based medicine,
- Identification of best practices of care and delivery, and encouragement of their adoption by local health care providers,
- Improvement in the health status of all members of the community through the use of community activities, such as educational and informational programs,
- Provision of environmental scans, resource and needs assessments and other data that give the community access to significant data and information to enable it to develop action planning.

The Action Plans developed by the Company-Union Committee will be tailored to reflect the unique environment of each community. The Committee will jointly adopt specific short-term and ongoing measurable goals for each location, monitor the activity within each of the two communities and receive quarterly reports from the Community Initiatives Directors. The parties agree to collaborate with other organizations involved in community health care initiatives programs to ensure maximum effectiveness of the programs.

Further, the parties will evaluate on or before July 1, **2017**, those initiatives based on the adopted measurable goals. Based on the results of these evaluations, the parties may **mutually** agree to take appropriate actions including the termination of the Community Health Care Initiatives and expansion to a third community as determined by the Committee.

Two Community Initiatives Directors (CIDs) will be assigned to each targeted community and will be responsible for working as a team to implement each Action Plan under the oversight of the Company-Union Committee. One CID will be appointed by the Company and

COMMUNITY HEALTH CARE INITIATIVES

one by the Union. The CIDs will be employees of the Company and receive pay and benefits from the Company. Any consulting fees will be reimbursed from National Program Center funds.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

Attachment

**COMMUNITY INITIATIVES
VISION - MISSION STATEMENT**

We are firmly committed to encourage the development of community health care delivery systems that provide high quality health services, promote disease and accident prevention, expand health education, improve community health status and enhance the quality of life, while reducing costs by efficient and appropriate cost-effective delivery of services.

The Community Initiatives process will stimulate community activity, including coalitions and other consensus building forums, to encourage collaboration and cooperation of consumers, purchasers, providers, health care plans, carriers and other interested parties to improve the health care system by promoting:

- The delivery of high quality health care;
- A culture of “best practice”;
- State-of-the-art data collection and information systems;
- A balancing of the health care resources of the community with the community’s health care needs; and
- Cost effective care delivery.

Community activity, supported by information acquired through the assessment of community needs and resources and a survey of national and local “best practices”, will generate the development and implementation of action plans to ensure that health care resources in the community are used efficiently and effectively to meet its needs.

This commitment to community activity and collaboration will be ongoing and emphasize continuous improvement of the delivery system. An immediate goal will be achieving a voluntary community commitment to a moratorium on expansion that does not have a consensus of need.

CONFIDENTIALITY OF HEALTH CARE INFORMATION

October 9, 1999

Mr. Ron Gettelfinger
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Gettelfinger:

Subject: Confidentiality of Health Care Information

During these negotiations, the Company and the Union agreed on the desirability of maintaining a set of principles concerning the confidentiality of medical information. The Company reviewed with the Union its processes and practices in this regard. The parties acknowledged that medical information means any record, written or electronic, identifying a participant in the Ford-UAW Retirement Plan or the H-S-M-D-D-V Program or the Group Life and Disability Insurance Program (collectively, "Benefits Programs"), containing diagnostic or treatment information and used in connection with the administration of the Benefits Programs. Accordingly, the following are understood:

- Participants in the Benefits Programs have a legitimate interest in the confidentiality of medical information pertaining to them.
- The Company, third party administrators, and other parties acting on behalf of the Company or third party administrators in connection with the Benefits Programs ("Other Parties") have a legitimate need to collect, maintain, and use medical information in the course of performing administrative and other fiduciary functions required by the Benefits Programs and the law (e.g., verifying eligibility and benefit status, claims adjudication, audits for payment purposes, case management, coordination of benefits).
- The Company, third party administrators and Other Parties have a legitimate need to collect, maintain and use aggregate medical information for purposes of analysis, evaluation, oversight and quality control.

CONFIDENTIALITY OF HEALTH CARE INFORMATION

- In addition to applicable legal requirements, access to medical information maintained by the Company, third party administrators and Other Parties will be limited to persons having a need to use the information in the course of performing their job duties, where appropriate and feasible, narrowly tailored in terms of scope and detail to achieve intended business purposes. Aggregate data and/or summaries will be used by the Company to the extent feasible.
- Medical information exchanged with Other Parties for analysis and evaluation will be used and maintained only for the purpose for which it is provided and not redisclosed by Other Parties without the prior consent of the Company and the Union.
- The Company will establish internal safeguards concerning the exchange of medical information by the Company. Employees who inappropriately exchange medical information will be subject to disciplinary action. The Company will also require third party administrators and Other Parties to establish and enforce policies and procedures consistent with this letter.
- Medical information may be exchanged with Other Parties for clinical, public health and academic research only if a meaningful purpose is to benefit participants in the Benefits Programs. Absent such purpose, the prior agreement of the Company and Union on all aspects of the research (e. g. topics, selection of researchers, distribution of results) is required.
- Benefits Programs treatment interventions should not be made by employees of the Company other than its medical personnel in the course of their normal activities, e.g.: in-plant medical facilities.

The Vice President and Director, UAW, National Ford Department will designate an International Union, UAW, individual to participate in the consensus building atmosphere in the activities of the Quality Consortium and the Scientific Review Board. At the discretion of the Vice President and Director, UAW, National Ford Department, the

CONFIDENTIALITY OF HEALTH CARE INFORMATION

individual who participates in the Quality Consortium and the Scientific Review Board need not be the same person.

The parties agree that a medical ethicist will be jointly selected as a member of the Scientific Review Board.

The Company, in consultation with the Union, is committed to continuing its development of processes and practices regulating the use of medical information within the Company and by third party administrators and Other Parties. The Company and the Union also discussed proposed federal legislation and the possibility of new regulations addressing specific uses of medical information. In the event that federal standards are adopted, the parties will meet to discuss plans for compliance. Should issues arise during the course of the agreement concerning the confidentiality of medical information, the Company will meet with the Union to discuss mutually agreeable solutions.

The Company agrees that it shall indemnify and hold the Union harmless for any sums paid by the Union to any person or persons as a result of the Company's use of medical information pursuant to or in violation of this Agreement.

Very truly yours,

LEE MEZZA, Manager
Direct Compensation and Benefits
Human Resources

Concur: Ron Gettelfinger

CRITERIA FOR REVIEWING HMOS

November 5, 2015

Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Criteria For Reviewing HMOS

During these negotiations, the parties discussed criteria to be considered when reviewing Health Maintenance Organizations (HMOs).

The **parties** agree that HMOs selected for joint approval for offering to Ford hourly employees represented by the Union during future open enrollments, must provide benefits equivalent to the specifications described in the attached. These benefits may be modified upon agreement by the parties.

Previously made changes to the cost sharing of HMOs to comply with other portions of this agreement will not be reduced.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

Attachment

**SCHEDULE OF BENEFITS FOR EVALUATING
HMOS TO BE OFFERED TO FORD HOURLY
EMPLOYEES REPRESENTED BY THE UAW**

Benefit	HMO
INPATIENT-HOSPITAL	All services must be provided, ordered, prescribed, or recommended by the HMO or plan physician except in the case of emergencies where the HMO rules of reporting shall apply.
Room and Board	Semi-private room covered in full. Private room covered, if medically indicated.
Benefit Period	Unlimited.
Maternity Admission	Unlimited.
Surgery (includes plastic, cosmetic, and reconstructive surgery for congenital anomalies, correction of conditions resulting from accidental injuries or traumatic scars, and correction of deformities resulting from cancer surgery, such as following medically necessary mastectomies).	No charge - covered in full.
Hospital Physician Service	No charge - covered in full.
Surgical Assistance	No charge - covered in full, when medically necessary.
Ancillary Services	No charge - covered in full.
Physical Therapy	No charge - covered in full.

CRITERIA FOR REVIEWING HMOS

Consultations	No charge - covered in full.
Pulmonary Tuberculosis	No charge - covered in full.
Affiliated Hospitals	No charge - covered in full.
Non-Participating Hospitals	No charge if admitted by a plan doctor, or for an emergency.

OUT-PATIENT SERVICES

Outpatient Surgery	No charge - covered in full.
Hospital Services	No charge - covered in full.
Diagnostic Laboratory and X-Ray	No charge - covered in full.
Routine Office Visits	\$25 Co-payment per visit.
Doctor's Home Visit	No charge - covered in full when medically indicated.
Physical Exams	\$25 office visit co-pay (if involves an office visit).
Pediatric Exams	\$25 office visit co-pay (if involves an office visit).

Urgent Care Visits

Allergy Testing and Injections	\$50 co-pay per visit.
	\$25 office visit co-pay (if involves an office visit).
Other Injections and Immunizations	\$25 office visit co-pay (if involves an office visit).
Pap Smears (Annually)	No charge - covered in full.
Physical Therapy	No charge - up to 60 visits per condition per year.

EXTENDED CARE FACILITY

Benefit Period	No charge - covered in full. Unlimited number of days. Custodial care not covered.
Physician Services	No charge. Unlimited number of visits.
Consultation	No charge - covered in full.

EMERGENCY

In-Area

\$100 co-payment (waived if admitted, **or placed into observation (where administratively feasible by the HMO))**).

Authorization must be obtained as soon as possible either before or after treatment.

Out-of-Area

\$100 co-**payment** (waived if admitted, **or placed into observation (where administratively feasible by the HMO))**).

Authorization must be obtained as soon as possible either before or after the occurrence. This is world-wide coverage.

Ambulance

No charge - covered in full when medically necessary, to or from hospital, or both ways.

MENTAL HEALTH CARE

Hospital Inpatient

No charge - covered in full.

Extended Care Facility

No charge - covered in full.

Partial Hospitalization/

No charge - covered in full.

Psychiatric Admission

Out-Patient Psychiatric

No charge - covered in full.

Psychological Testing

No charge - covered in full.

Electroshock Therapy

No charge - covered in full.

SUBSTANCE USE DISORDER

In-Hospital

No charge - covered in full.

Out-Patient Therapy

No charge - covered in full.

CRITERIA FOR REVIEWING HMOS

OTHER SERVICES

Prescription Drugs

In-Area and Out-of-Area

Participating Pharmacy

Effective January 1,

2016, a co-payment of **six** dollars (\$6.00) for each separate generic prescription order and refill and **twelve** dollars (\$12.00) for each separate brand-name prescription order and refill for employees, and their eligible spouses, surviving spouses and dependents.

Effective January 1, **2016**, the co-payment is seventeen dollars (\$17.00) for each separate erectile dysfunction medication prescription order and refill.

Insulin and Insulin needles and syringes are covered as well as valid dental prescriptions for a dental service provided by a licensed dentist who may or may not be participating with the HMO.

Chemotherapy

No charge - covered in full. Inpatient and out-patient.

Blood

No charge - covered in full for administration and plasma, whole blood covered if replaced.

Coordinated Home Care

No charge - covered in full when medically indicated.

CRITERIA FOR REVIEWING HMOS

Hemodialysis	No charge - covered in full. Inpatient and out-patient.
Radiation Therapy	No charge - covered in full.
Prosthetic and Orthotic Appliances	No charge - covered in full.
Durable Medical Equipment	No charge - covered in full.
Private Duty Nursing	No charge - covered in full when medically necessary.
Family Planning and Infertility Services	No charge - covered in full.
Sterilizations	No charge - covered in full.

HEARING AID BENEFITS

Examinations	No charge - covered in full.
Hearing Aid	No charge - covered in full when medically indicated.
Limitation	As medically indicated. (Repair of broken aids or replacement of lost aids may be restricted to not sooner than 36 months from day of acquisition of a hearing aid.)

VISION CARE

Regular size lenses and frames	Vision Benefits continued under current Employer Plan if not offered by HMO as a benefit.
Per Examination (including prescription)	If Vision Benefits are offered by HMO, benefit must be equivalent to Employer Plan.

CRITERIA FOR REVIEWING HMOS

Combined Lenses and Frames
Limitation

Contact Lenses Allowance
(Following cataract surgery,
lenses or, glasses are covered
under basic benefits not the
vision program.)

MISCELLANEOUS

When Medicare is Primary
Maternity Benefits
Eligibility Provisions

Claims and Appeals

Enrollment Outside HMO
Service Area

Following cataract surgery,
lenses, frames, or glasses
are covered under
Corrective Appliance
Benefit.

Complementary Benefits.
Immediate.
Based on eligibility
provisions as described
under Section 10 of the
H-S-M-D-D-V Agreement.
Affordable Care Act
(ACA) Compliant.
Not covered unless HMO
can accommodate the
enrollment.

The HMO will make all Affordable Care Act (ACA) required design
changes.

DENTAL EXPENSE BENEFITS PROGRAM

November 5, 2015

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Dental Expense Benefits Program

During the course of these negotiations, the parties discussed the quality and value of the Dental Expense Benefits Program as described in Exhibit I of this Agreement. The parties recognize the importance of dental hygiene and its value on the total health of an individual. In an effort to increase quality and cost-effectiveness of the dental program, an enhanced schedule of benefits has been implemented when a preferred provider is utilized for dental services.

The Dental Expense Benefits are currently administered by Delta Dental of Michigan. The Delta Dental program offers two nationwide dental provider networks; PPO and Premier. Members may visit providers in either network. However, the highest benefit coverage and lowest out-of-pocket cost will be through a Delta Dental PPO provider.

A summary of dental plan benefits, including reimbursement levels for covered dental services in the PPO and Premier networks are listed in the Attachment to this letter.

The Dental Expense Program is described in detail in Exhibit I of this Agreement. It is the intent of the parties to jointly encourage Delta Dental of Michigan, or other carrier(s) as mutually agreed upon by the parties, to continue to develop and expand the number of PPO providers. It also is the intent of the parties to jointly provide educational materials to eligible

DENTAL EXPENSE BENEFITS PROGRAM

members under the program in an effort to increase the level of understanding of the Dental Expense Benefits Program and to promote a higher quality of dental health care.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

Attachment

DENTAL EXPENSE BENEFITS PROGRAM

ATTACHMENT

Summary of Delta Dental Plan Benefits

Covered Services:	PPO Dentist Plan Pays	Premier Dentist Plan Pays	Nonparticipating Dentist Plan Pays (Additional fees may apply)*
Diagnostic and Preventive			
Diagnostic and Preventive Services – exams, cleanings, fluoride, and space maintainers	100 %	100 %	100 % *
Emergency Palliative Treatment – to temporarily relieve pain	100 %	100 %	100 % *
Brush Biopsy – to detect oral cancer	100 %	100 %	100 % *
Periodontal Maintenance – cleanings following periodontal therapy	100 %	100 %	100 % *
Basic Services			
Radiographs – X-rays	100 %	90 %	90 % *
Minor Restorative Services – fillings and crown repair	100 %	90 %	90 % *
Endodontic Services – root canals	100 %	90 %	90 % *
Periodontic Services – to treat gum disease	100 %	90 %	90 % *
Extractions – removal of teeth	100 %	90 %	90 % *
Other Basic Services – misc. services	100 %	90 %	90 % *
Relines and Repairs – to bridges, implants, and dentures	100 %	90 %	90 % *
Occlusal Guards/Adjustments – bite guards and occlusal adjustments	90 %	90 %	90 % *
Other Oral Surgery – dental surgery other than extractions	90 %	90 %	90 % *
Major Restorative Services – crowns	90 %	90 %	90 % *

DENTAL EXPENSE BENEFITS PROGRAM

***When services are received from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee (allowed amount) that will be paid for those services. The Nonparticipating Dentist may charge more than the allowed amount, therefore, the member may also be required to pay the balance of the charge(s) above the allowed amount.**

Covered Services Continued:	PPO Dentist Plan Pays	Premier Dentist Plan Pays	Nonparticipating Dentist Plan Pays (Additional fees may apply)*
Major Services			
Prosthodontic Services – bridges, implants, and dentures	70%	50%	50%*
Orthodontic Services			
Orthodontic Services – braces	60%	50%	50%*
Orthodontic Age Limit –	Treatment must begin prior to age 19 and coverage will continue to the end of treatment or until the maximum has been reached		

***When services are received from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee (allowed amount) that will be paid for those services. The Nonparticipating Dentist may charge more than the allowed amount, therefore, the member may also be required to pay the balance of the charge(s) above the allowed amount.**

**DISEASE MANAGEMENT AND
OTHER HEALTH IMPROVEMENT PROGRAMS**

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Disease Management and Other Health Improvement
Programs

During 2003 negotiations and thereafter, the Company and the Union discussed health care management and the importance of providing quality evidence-based health care in a cost-effective and affordable manner. These discussions included the Continuum of Care Program implemented during the term of the 2003 Agreement as well as discussions about the Coordinated Care Management (CCM) program, the pilot Cardiac Rehabilitation Program, the Centers of Excellence concept, the Complex Case Management, and Hospice care.

The parties agree to discontinue the following components of the former Healthy Highways Program (Personal Health Assessment, Lifestyle Management and 24 hour Nurseline), and continue Disease Management and existing programs listed in this letter that were not specifically included in the Healthy Highways Program including, but not limited to, Cardiac Rehabilitation Program pilot, Complex Case Management Program, and Hospice Care and continue to review the Centers of Excellence concept.

Very truly yours,

RICK POPP, Director
Employee Benefits
Human Resources

Concur: Jimmy Settles

**EFFECT OF 2007 NEGOTIATED
PENSION INCREASES ON PROTECTED RETIREES**

November 3, 2007

Mr. Bob King
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. King:

Subject: Effect of 2007 Negotiated Pension Increases on
Protected Retirees

During the course of these negotiations, the parties discussed the impact of any pension increases on the retirees and surviving spouses who are currently considered as “protected retirees” under the terms of the settlement agreement approved by the court in the case of Int’l Union, UAW, et. Al. v Ford Motor Company., Civil Action No. 05-74730 (the “Settlement Agreement”).

The Union expressed concern over any increases moving retirees and surviving spouses from “protected” status to “general” status due to their Life Income Benefit Rate increasing above \$33.33 or their annual pension benefit income under the Pension Plan increasing above \$8,000 solely due to the pension benefit rate increases negotiated in the 2007 Ford-UAW Retirement Plan.

As a result of these discussions, the parties agreed that the Pension Plan benefit rate increases and the additional annual amounts associated with these increases will not be included in the two-part affordability test. This agreement applies only to the increases negotiated in the 2007 Ford-UAW Retirement Plan and does not amend or modify any other provisions of the Settlement Agreement.

Sincerely,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Bob King

ELIGIBILITY VERIFICATION OF 19-YEAR-OLD CHILDREN

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Eligibility Verification of 19-Year-Old Children

During past negotiations, the parties discussed the benefit overpayment recovery process as provided in Exhibit VI, Article XVI of the H-S-M-D-D-V Program. In order to attempt to reduce the number of primary enrollees affected under the provision and the extent of overpayments, the parties had agreed to remove from coverage dependent children upon reaching age 19 unless the respective primary enrollees respond to the Company's request for eligibility verification. This process will continue for those dependent children who are not subject to the Affordable Care Act's age coverage requirement for an employee's children.

The Company will identify dependent children approximately 60 days prior to the month in which they will reach age 19 and will mail a communication to the respective primary enrollees. The communication will contain an explanation of the H-S-M-D-D-V Program's dependent eligibility requirements and a Letter of Relationship, Residency and Intent to Claim form. Primary enrollees will be instructed to review these dependent eligibility requirements in order to conclude whether their dependents meet the eligibility requirements.

If a primary enrollee concludes that his or her dependent does not meet the eligibility criteria, he or she is not required to respond to the Ford communication. The dependent will be removed automatically from coverage effective on his or her 19th birthday. The primary enrollee will not be required to repay any overpayment for such dependent.

If a primary enrollee concludes that his or her dependent meets the Program's eligibility criteria, he or she must submit a completed Letter of Relationship, Residency and Intent to Claim form to the National Employee Service Center (NESC). By completing the form

ELIGIBILITY VERIFICATION OF 19-YEAR-OLD CHILDREN

and submitting it to the NESC, the enrollee certifies that his or her dependent meets the eligibility criteria.

If a primary enrollee concludes that his or her dependent meets the eligibility criteria, and he or she submits a completed Letter of Relationship, Residency and Intent to Claim form to the NESC after a dependent has been removed from coverage, the dependent will be reinstated to coverage retroactive to the date removed.

Very truly yours,

RICK POPP, Director
Employee Benefits
Human Resources

Concur: Jimmy Settles

ENROLLMENT IN MEDICARE PART A

November 3, 2007

Mr. Bob King
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. King:

Subject: Enrollment in Medicare Part A

During the term of the 2003 Agreement, the parties discussed the issue of H-S-M-D-D-V and Blue Preferred Plus PPO enrollees (Ford enrollees) who are eligible for but not enrolled in Medicare Part A.

The parties developed an educational program designed to provide advance notice to affected Ford enrollees of the importance of enrolling in Medicare Part A and the steps required to do so. This program was initiated October 26, 2005, under the auspices of the Company-Union Committee.

The parties agreed that enrollees who subsequently join Medicare Part A and, in doing so, incur a payment required by Medicare due to delayed or discontinuous enrollment would receive a lump sum payment from the Company equivalent to the amount of such payments required for Medicare Part A participation.

The parties agreed to instruct Blue Cross and Blue Shield of Michigan (BCBSM) and the Blue Preferred Plus PPO that health claims incurred on or after November 1, 2005 will be paid with the presumption of enrollment in Medicare Part A for those eligible for premium-free coverage under Medicare. The Company-Union Committee will resolve any matters in dispute over such benefit offsets.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Bob King

November 5, 2015

**Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214**

Dear Mr. Settles:

Subject: Evaluation of Clinics

During the course of these negotiations, the parties have discussed our mutual interest and desire to improve access to care, while also maintaining quality of care and controlling costs. Early market indications are that near site clinics may offer convenient, easy access to affordable, high-quality medical care for adults and children experiencing non-emergency medical issues.

The parties agree to study clinics and determine if there are regional opportunities for clinics to improve access to quality care and control cost. If mutually agreed upon clinic opportunities are identified, and a 3rd party is required, the Company's standard vendor selection process will be utilized. If implemented, the member's cost share for these clinic visits will be no less than the applicable cost share within the member's medical plan, unless mutually agreed to by the parties.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

**EXCISE TAX ON HIGH COST EMPLOYER-SPONSORED
HEALTH COVERAGE**

November 5, 2015

**Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214**

Dear Mr. Settles:

**Subject: Excise Tax on High Cost Employer-Sponsored Health
Coverage**

During these negotiations, the parties discussed the application of the Excise Tax on high cost employer-sponsored health coverage imposed under the Patient Protection and Affordable Care Act (PPACA) on any health plans an employer offers, currently scheduled to go into effect for the plan year beginning January 1, 2018.

Further, the Company will consult with the UAW National Ford Department to ensure the Excise Tax calculation is conducted in a manner that results in the lowest tax allowable under the law. If a member voluntarily remains in a plan that is expected to be subject to the Excise Tax, the parties agree that such member will be subject to a maximum annual deductible of \$400 for single coverage and \$800 for family.

An Excise Tax assessment will be performed annually by a third party actuary in advance of the start of each plan year and the report will be made available to the UAW-Ford Department.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

November 5, 2015

Mr. Jimmy Settles

Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. **Settles**:

Subject: Health Care Communications Strategy

During the course of these negotiations, the parties discussed the concept of ongoing development and implementation of the health care communications strategy. The purpose would be to further educate eligible enrollees about their health care benefit improving quality of care through informed decision-making and health care issues in general. It was acknowledged that the parties would continue to work with the National Programs Center, **Union Benefit Representatives**, and other groups within the Company and the Union, as well as health care plan carriers and outside organizations, to continue communication strategy efforts in order to educate covered persons on the advantages of seeking quality health care in a cost-effective manner, understanding their health care benefit plans, how to obtain care, becoming more involved in the health care treatment decision making process, the importance of participation in wellness programs and seeking out providers and community groups to discuss local quality of care issues.

It was further agreed that during the term of this agreement the following items will be specifically addressed by the **Company and the Union**:

- **Communication strategies in all facilities to promote agreed upon healthcare information that is essential to members and their dependents (e.g., finding a primary care physician, the importance of preventive care, and appropriate use of emergency services). Communication strategies will be mutually agreed upon no later than the second quarter of 2016,**
- Continue the information/education campaign related to organ donations,

HEALTH CARE COMMUNICATIONS STRATEGY

- Expand the educational communication initiative designed to raise employee awareness around the issues of bone marrow transplantation, the difficulties associated with finding suitable donors and registering donors on the national donor registry,
- Continue to support blood donation efforts which include employee education and onsite blood drives,
- Promote educational programs about good health habits and early detection procedures, and furnish general information about health issues,
- **Continue the** educational program about the differences between generic and brand-name prescription drugs, prescription drug safety, and the costs associated with the various aspects of the prescription drug program,
- Engage in communications activities which expand awareness of health care issues and raise awareness around health care quality issues.

The parties agreed that the cost associated with the continuation of the development of such a communications strategy and efforts to continue and improve the online decision support tool would not exceed \$500,000 annually and that half of the annual cost would be paid through National Programs joint funds while the other half would be paid by the Company.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

October 9, 1999

Mr. Ron Gettelfinger
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Gettelfinger:

Subject: Health Care Quality

During these negotiations the Company and the Union discussed their joint concerns regarding wide variations in the quality of health care by location and by provider, and the risks our employees, retirees and their dependents are exposed to because of such variations. We agreed that it is essential to encourage evidence-based medicine and the development and implementation of clinical practice guidelines. We also agreed that measurement of outcomes and effectiveness of care, by hospital and physician, and communication of that information to our employees, retirees and their dependents is necessary to allow them to make informed decisions regarding their health care.

The Company and the Union have a long history of working together to improve the quality of health care including our Community Health Care Initiatives and the requirement for HMO NCQA accreditation incorporated in the last Agreement and the requirement for NCQA or URAC accreditation of PPOs in this Agreement. To supplement those efforts and accelerate the pace of change each HMO, PPO or hospital-surgical-medical-drug-dental-vision-hearing aid coverage plan provided in Section 1 (a) of the H-S-M-D-D-V Program offered shall be required to submit by April 1, 2000 detailed quality improvement plans on how such Plan will:

- Encourage evidence-based medicine and the development and implementation of clinical practice guidelines (including pharmaceutical-prescribing guidelines).
- Develop measurements of outcomes and effectiveness of care by hospital and physician.
- Communicate provider specific outcomes/effectiveness information to participants.

HEALTH CARE QUALITY

The Plan(s) should work to the extent possible with providers, local coalitions, other health plans, unions and employers, etc. to achieve these objectives on a community basis. These quality improvement plans should include an implementation start date of not later than January 1, 2001 with substantial progress to be achieved by December 31, 2002. Plans that do not meet these requirements will not be offered in the open enrollment period for 2002 unless mutually agreed to otherwise.

Very truly yours,

LEE MEZZA, Manager
Direct Compensation and Benefits
Human Resources

Concur: Ron Gettelfinger

**HEALTH MAINTENANCE ORGANIZATIONS (HMOs)
AND PREFERRED PROVIDER ORGANIZATIONS (PPOs)
- PSYCHIATRIC AND SUBSTANCE ABUSE TREATMENT**

September 15, 2003

Mr. Gerald D. Bantom
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Bantom:

Subject: Health Maintenance Organizations (HMOs) and
Preferred Provider Organizations (PPOs)-Psychiatric and
Substance Abuse Treatment

During these negotiations, the parties discussed the delivery of psychiatric and substance abuse treatment through Health Maintenance Organizations (HMOs) and Preferred Provider Organizations (PPOs). The parties recognize the receipt of such care in an appropriate setting and a timely manner is critical to successful outcomes.

The parties agreed that for UAW-represented Ford employees and their eligible dependents who are enrolled for coverage under an approved HMO or PPO, psychiatric and substance abuse treatment will be provided and administered as specified under the H-S-M-D-D-V Program as defined in the letter "Psychiatric and Substance Abuse Managed Care Program" (MCP), dated September 15, 2003.

- To ensure that high quality, cost-effective care is provided under the MCP Program, and prior to extending the program coverage to eligible HMO/PPO enrollees, the parties have agreed to take the following actions:
- Analyze the quality and cost-effectiveness of the present CDRs with the understanding that the MCP arrangement will not exceed the cost of the present benefits under the HMO/PPO plans;
- Review the financial arrangements, including the addition of a provision for the CDR to assume financial risk for high quality, cost effective administration and/or claims management of the Program for all eligible Ford enrollees;
- Provide for a transition of coverage which maintains continuity and quality of care; and

**HEALTH MAINTENANCE ORGANIZATIONS (HMOs)
AND PREFERRED PROVIDER ORGANIZATIONS (PPOs)
- PSYCHIATRIC AND SUBSTANCE ABUSE TREATMENT**

- Communicate and educate the HMO/PPO plans, participating providers, and our enrollees concerning effective use of the Psychiatric and Substance Abuse Program, and any changes to the delivery of these covered services.

HMOs/PPOs, to continue to be made available to Ford enrollees, must reduce their rates to reflect the transfer of this coverage. The parties recognize the value of this Program and the need to improve its effectiveness without incurring additional costs. Therefore, the parties will develop and implement this action plan as soon as practicable after these negotiations but no later than April 1, 2004.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Gerald D. Bantom

HIPAA

November 3, 2007

Mr. Bob King
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. King:

Subject: HIPAA

The Company and the Union agreed on the desirability of maintaining a set of principles concerning the confidentiality of medical information. The parties recognize their responsibility to protect the privacy of the medical information they have access to and will continue to be in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA). In accordance with 45 CFR §164.504(f)(2), the H-S-M-D-D-V Program has been amended to include any necessary provisions, and will be further amended upon mutual agreement as necessary to continue compliance with HIPAA.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Bob King

November 5, 2015

**Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214**

Dear Mr. Settles:

Subject: HSMDDV Administrative Manual

During these negotiations, the Company and the UAW discussed the need for timely and accessible updates to the Administrative Manual (the “Manual”).

The parties agree to work together to create a more efficient and coordinated process of updating the Manual so that new information is available within one year of implementation of new collective bargaining provisions. The parties further agree to explore more efficient and effective ways of delivering the information to Union Benefit Representatives, including but not limited to electronic or web based tools.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

**HOSPITAL-SURGICAL-MEDICAL-DENTAL-VISION-HEARING AID
PROGRAM COVERED SERVICES WITH FREQUENCY LIMITATIONS**

November 3, 2007

Mr. Bob King
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. King:

Subject: Hospital-Surgical-Medical-Dental-Vision-Hearing Aid
Program Covered Services with Frequency Limitations

During these negotiations, the parties discussed Hospital-Surgical-Medical-Dental-Vision-Hearing Aid Program covered services that have frequency limitations.

The parties discussed this issue and agreed that effective January 1, 2008, a change will be made to the administration of limitations on the frequency of applicable Hospital-Surgical-Medical-Dental-Vision-Hearing Aid services (but not Prescription Drug limitations). This change will allow a covered service with frequency limitations to be paid when that service is received during the calendar month the limitation would have been satisfied.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Bob King

**H-S-M-D-D-V AND SELF-FUNDED
PPO PRESCRIPTION DRUG PROGRAM**

November 3, 2007

Mr. Bob King
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. King:

Subject: H-S-M-D-D-V and Self-funded PPO Prescription Drug
Program

During the term of the 2003 contract, the parties discussed the quality, safety, efficacy, delivery, and cost-effectiveness of the H-S-M-D-D-V Prescription Drug Program, as well as the self-funded Preferred Provider Organizations (PPOs) Prescription Drug Programs. As a result of this joint effort, the Company and Union implemented, effective January 1, 2004, the following changes to these Prescription Drug Programs.

Generic Prescription Drug Program (Effective January 1, 2004)

In order to promote the usage of generic prescription drugs to reduce costs while maintaining the quality of care, the Pharmacy Benefit Manager (PBM) will automatically substitute an approved generic drug for prescriptions written for multi-source brand name drugs, except for a list of narrow therapeutic index agents, e.g. dilantin.

1. In those instances when a physician prescribes a multi-source brand name drug and indicates on the prescription, Dispense As Written or DAW, the brand name drug will be dispensed and the enrollee will pay the brand name co-payment specified in Section 1 (a) of the H-S-M-D-D-V Program plus the difference (up to a maximum of \$10.00) in cost between the generic drug and the brand name drug. The enrollee may request a review of the medical necessity for the brand name drug. If the medical necessity is not established, future dispensing will be subject to section 3 below.
2. In the case described in Section 1, above, the enrollee may request a review of the medical necessity for the brand name drug through the PBM's process. If it is found that dispensing of the brand name drug was medically necessary, amounts paid by the enrollee in excess of the brand name co-payment will be

**H-S-M-D-D-V AND SELF-FUNDED
PPO PRESCRIPTION DRUG PROGRAM**

refunded to the enrollee. The PBM's record systems will be adjusted to allow dispensing of the brand name drug for the period of time the eligible enrollee is receiving that drug.

3. If the brand name drug is dispensed at the enrollee's request or after the determination in Section 2 above that the brand name drug is not medically necessary, the enrollee will pay the appropriate generic drug co-payment plus the full difference in cost between the generic drug and the brand name drug.

Employees who retired on or before January 1, 2004 (and their eligible dependents), are exempt from the Generic Prescription Drug Program as described in this letter. All other existing provisions of the Prescription Drug Program shall continue to apply as described elsewhere in this Agreement.

Mail Order Prescription Drug (Home Delivery) Program (Effective January 1, 2004)

1. Prescription medications on the Home Delivery Maintenance Drug List (MDL), and used on a long-term basis will be available only through home delivery, following an original prescription and two refills which each may be dispensed in maximum quantities of a 34-day supply. After an original prescription order and two refills for the same prescription drug at the same therapeutic strength, additional refills will be available only through the home delivery program. Additional refills obtained at retail of MDL drugs and related supplies if applicable are subject to 100% enrollee co-payment.
2. Additions and deletions to the Home Delivery Maintenance Drug List may be made during the term of the Agreement by mutual agreement of the parties.

The parties further agree to continue their efforts to improve the quality, delivery and cost-effectiveness of the Prescription Drug Programs.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Bob King

September 15, 2003

Mr. Gerald D. Bantom
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Bantom:

Subject: Improving Benefits Service Through Technology

During these negotiations, the parties recognized the need to continue the development of systems and applications and to provide ongoing technical support to improve the quality of service provided to hourly employees.

The parties recognize the need to provide new tools to full-time Union Benefits Representatives so that they may improve the service they are providing to hourly employees. Plant Union Benefits Representatives fully support the services provided by the NESC and are an essential force in promoting its use. At the same time, Union Benefits Representatives require basic information that can be accessed quickly in order to confidently and accurately answer many of the questions they receive.

The parties recognize the need to provide access to pension related data to Union Benefits Representatives. The parties agree that access to Pension data in the Defined Benefits Client Server (DB c/s) will assist Union Benefit Representatives in servicing hourly employee concerns regarding their creditable pension service. The Company and National Ford Department teams at the NESC will mutually agree on the elements and screens of information that would be provided.

The Union Benefits Representatives will continue to have view-only access to information for UAW hourly employees at the particular location. Any training requirements associated with this effort will be proposed to the National Programs Joint Governing Body to be charged to the Education, Development and Training Program Fund.

The present method of providing benefit services to hourly employees involves an on-line benefit documentation system that enables Union Benefit Representatives to use the computer to search

IMPROVING BENEFITS SERVICES THROUGH TECHNOLOGY

documentation for relevant plan data needed to resolve employee inquiries. Therefore, the parties agree that upgrades to Union Benefit Representative computer hardware and software (and ongoing support requirements) will be included in the Corporate “Bulldozer” Program at each location. The cost of computer equipment, software, and support and training for Union Benefits Representatives will be charged to the Education, Development and Training Program Fund as approved by the Joint Governing Body.

The parties agreed to continue using voice response technology to handle investment of all or a part of profit sharing distributions in the TESPHE. Employees will be able to elect cash or direct their distribution to their Ford Money Market Account. In addition, employees making regular contributions to the TESPHE will need only to designate the portion of the profit share distribution to be invested and it will be invested according to the investment election already in place in the account. Employees not making regular contributions to the TESPHE also will be able to invest in the TESPHE from their profit share and to select among the investment options. The process will provide voice confirmation at each step of the transaction, followed by a printed confirmation sent to the employee following the transaction. Employees would be provided a reasonable time following receipt of the confirmation to call Fidelity for a correction. Employees will be provided all necessary assistance to assure their transaction is received. Such assistance will be available from representatives at Fidelity during normal business hours. Employees may also seek assistance from their Local Union Benefit Representative.

In conclusion, during the term of the new Agreement, the Company and National Ford Department teams at the NESC pledge to carefully consider every opportunity to improve quality and efficiency in benefits delivery.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Gerald D. Bantom

**INVESTIGATING HIGH POTENTIAL
HEARING COVERAGE HEALTH CARE CHANGES**

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Investigating High Potential Hearing Coverage Health
Care Changes

During these negotiations, the parties reemphasized their commitment to investigate, consider, and upon mutual agreement, engage in activities that may have high potential for cost savings for hearing while achieving the maximum coverage and service for the money spent for such protection.

During the first year of this agreement, the parties will explore possible carve-out arrangements for specific benefits areas, such as hearing coverage, when competitive pricing and quality delivery can be achieved. The Company will endeavor to work with other large employers to explore these arrangements and to put them in place when appropriate.

Very truly yours,

RICK POPP, Director
Employee Benefits
Human Resources

Concur: Jimmy Settles

LOCAL UNION ENDORSEMENT OF HEALTH CARE PROVIDERS

September 15, 2003

Mr. Gerald D. Bantom
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Bantom:

Subject: Local Union Endorsement of Health Care Providers

The Company has indicated concerns about local endorsement of fee-for-service providers and the potential impact upon utilization and quality of services for which benefits are provided under the H-S-M-D-D-V Program. You have advised the Company that it is not the current policy of the International Union to provide for unilateral local union endorsement of fee-for-service providers. Consequently, you have advised the Company that local unions will not be authorized to enter into agreements with providers of health care, or endorse or recommend providers unless the International Union has approved the arrangements and reviewed them with the Company for approval.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Gerald D. Bantom

September 15, 2003

Mr. Gerald D. Bantom
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Bantom:

Subject: Long-Term Care Discussions

During these negotiations, the UAW has expressed an interest in a beneficiary-paid long-term care insurance (LTC) product for its members. The parties have discussed the advantage of making this insurance available to UAW-represented employees at an affordable price. The UAW has stated that it is not seeking employer funding or subsidy of such insurance.

Based upon the latter commitment by the Union regarding funding and subsidy, the Company has agreed to study with the UAW the feasibility of offering a beneficiary-paid LTC product. It is anticipated that such a product would not be employer-specific and could be offered to all UAW-represented employees and others, as determined by the Union and the insurance carrier, regardless of employer.

The purpose of the feasibility study would be to understand the requirements of the UAW as well as to understand the needs and demographics of prospective beneficiaries. The study also would survey the marketplace with the goal of evaluating the products available, their designs, underwriting criteria, premium structures and administrative processes. The feasibility study should identify an appropriate benefit design, the population to be served and key bid specifications.

It is understood that the Company would not bear responsibility beyond participation in the study and contributing appropriate, non-confidential data and experience from the salaried program and the UAW hourly pilot. It also is understood that if the offering of

LONG-TERM CARE DISCUSSIONS

such a product is determined to be feasible, any further participation by the Company will be subject to the conditions in the Attachment to this letter.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Gerald D. Bantom

Attachment

LONG-TERM CARE DISCUSSIONS
MINIMUM CONDITIONS FOR FORD
PARTICIPATION IN ANY LONG-TERM CARE
INSURANCE OFFERING

- The Company will not be responsible for administration of such insurance;
- The Company will not be solely responsible for the review, selection or endorsement of the insurance carriers;
- The Company will not be responsible for any quality control issues;
- Any expense related to development will be borne by the insurance carrier and could be incorporated in the premiums;
- Any incremental Company expense involved in an offering (e.g., systems modifications, consultant fees, communications or ongoing provision of eligibility information) will be reimbursed by the selected insurance carrier;
- Premiums will be paid solely by beneficiaries; and
- In the event a dispute arises between a beneficiary and the insurance carrier, the Company will not be involved in the resolution of such dispute. Beneficiaries will follow the formal procedures established by the insurance carrier for resolving disputes.

MEDICAL EMERGENCY CARE

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Medical Emergency Care

During past negotiations, situations were discussed in which medical emergency care that meets the coverage definition of the H-S-M-D-D-V Plan was provided to Ford-UAW members but the resulting claims for these services were denied. In order to reduce these occurrences, the following actions will be implemented.

The Control Plan will include:

Step 1. Conduct Audits of Medical Emergency Room Claims at Selected Locations

Certain Participating Plans will be instructed to:

- A. Reopen claims for a specific twelve-month period.
- B. Obtain medical records.
- C. Verify the admitting code.
- D. Determine whether or not the claim was rejected appropriately.

In addition, all Participating Plans will be instructed to reopen claims and obtain medical records to verify the determination when they receive an inquiry on a rejected medical emergency claim.

Step 2. Develop An Aggressive Provider Education Program

Participating Plans will be re-instructed in the scope and critical importance of the medical emergency benefit, and their respective provider communities will also be re-educated on an ongoing basis to ensure a better understanding of the reporting process and benefit coverage.

Step 3. Additional Actions

When the audits are completed (Step 1.), the parties will meet to determine if corrective actions should be taken. Additional corrective actions could include:

- A. Continuous monitoring of local plan rejection rates of medical emergency claims. Should such rejection rates exceed a standard rejection rate that would be developed from the audits, the Control Plan, after discussions with the Company and Union, would then take corrective action at those aberrant plans.
- B. A process whereby any claim that cannot be paid on the basis of the diagnosis listed and on which there is not a clear indication of the presenting symptoms and initial diagnosis will be pended and returned to the facility for resubmission. Such claim shall remain pended until the carrier receives sufficient information to process the claim.
- C. Or other necessary actions.

The Company believes that it is essential that all negotiated and government mandated health care benefits be delivered effectively to Ford-UAW members. The Company stands ready to work with the Union and will direct the Control Plan to take whatever steps are necessary to ensure that these benefits are delivered in accordance with H-S-M-D-D-V Program requirements.

Very truly yours,

RICK POPP, Director
Employee Benefits
Human Resources

Concur: Jimmy Settles

MENTAL HEALTH AND SUBSTANCE USE DISORDER PROGRAM

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Mental Health and Substance Use Disorder Program

During the 2003 negotiations, the parties discussed the psychiatric and substance abuse Managed Care Program (now renamed Mental Health and Substance Use Disorder Program) and concluded changes to this program were necessary. The parties also discussed the changes made during the term of the 1999 Agreement where the parties reduced the role of the Administrator in this Program by either re-assigning those responsibilities to the CDRs or eliminating those items from this Program. This program was designed to improve care for patients/clients, including alternative plan enrollees (such enrollees are covered under a separate Letter of Understanding). This program provides, among other features, a voluntary follow-up plan for after-care essential for recovery. The Company and Union continue to support their commitment and agree to a managed care, limited provider Mental Health and Substance Use Disorder Program with the following objectives:

- To create an environment for all hourly employees and their eligible dependents to receive Mental Health and Substance Use Disorder treatment most appropriate to their condition and obtain care from quality providers.
- To place substantial emphasis upon follow-up care as a necessary part of the recovery plan.
- To recognize that the most appropriate course of treatment will be the most cost effective in the longer term.

The parties reaffirm the components listed below which, when taken together, comprise the Mental Health and Substance Use Disorder Program. The provisions cover all hourly active employees represented by the UAW enrolled for National PPO Plan coverage and their eligible dependents.

MENTAL HEALTH AND SUBSTANCE USE DISORDER PROGRAM

(a) Program Structure

1. A Managed Care Program (MCP) with panels comprised of a network of participating providers for Mental Health and Substance Use Disorder treatment have and will continue to be developed for all hourly employees and their eligible dependents.
2. A nationwide, inpatient, limited panel of facilities (hospital, day/night programs, halfway houses, detoxification facilities and residential facilities) and an outpatient limited panel of Mental Health and Substance Use Disorder professionals (Psychiatrists, Ph.D. Psychologists, Masters degreed and licensed Psychiatric Social Workers, and Clinical Nurse Specialists with advanced training in adolescent or adult mental health nursing) and approved Outpatient Psychiatric Care facilities have been established.
3. The Company and Union have established an Oversight Committee for the MCP. The Committee consists of a representative from the:
 - (a) UAW National Ford Department – Benefits
 - (b) Ford Healthcare Management
 - (c) UAW Employee Support Services Program (ESSP), UAW National Ford Department
 - (d) Ford ESSP National Programs Center Office

The Managed Care Oversight Committee will meet no less frequently than quarterly. The goal of the Committee is to enhance provider accessibility, quality care, and cost effectiveness. The Committee will perform evaluations of the MCP, including establishing criteria and selecting and approving CDRs, on an as needed basis, but not less than once annually, that will include data provided by the CDRs. Based on such evaluations, the Company and Union may address changes to the MCP (not related to enrollee eligibility or benefit provisions except as contemplated under the last paragraph in Section C. 1.) that would improve MCP effectiveness.

MENTAL HEALTH AND SUBSTANCE USE DISORDER PROGRAM

4. The administrator identification card contains an 800 number for pre-authorization information.

(b) CDR Responsibilities

1. The CDR under contract with Ford Healthcare Management is the Case Manager for the MCP. The CDR offers to Ford hourly employees and dependents enrolled in National PPO Plan coverage the following services: assessment, differential diagnosis, treatment plan development, referral, consensus with the client and provider on the treatment plan, and follow up to support a continuum of care. The CDR, as Case Manager, provides the hospital predetermination function for psychiatric and substance use disorder admissions presently performed by the Administrator except that the Administrator may provide such functions for emergency and out-of-area cases as described in Section C. 2. a.
2. When patients request a referral, the CDR will recommend the most appropriate providers for that case chosen from the available participating providers.
3. Follow-up protocols by the CDR, respectful of confidentiality, are emphasized to prevent relapse and the progressive dysfunction that occurs as a result of relapse. Following completion of the formal course of treatment, the CDR is responsible for follow-up with the patient/client to encourage receipt of a recommended continuum of care. In addition, the CDR (with appropriate HIPAA authorization from the patient) will elicit the involvement and support of the plant ESSP representative.
4. The CDR provides short-term problem solving services.
5. The cost for CDR services will be paid by the Company in accordance with the contract between the CDRs and the Company.

(c) Program Benefits

1. The following mental health and substance use disorder coverages are provided to hourly employees and their eligible dependents enrolled in National PPO Plan

MENTAL HEALTH AND SUBSTANCE USE DISORDER PROGRAM

coverage who receive the services listed in Section B. 1. from the CDR and receive treatment from a participating provider:

- (i) Inpatient – 365 day limit
 - (i) Including detoxification days
 - (ii) Renewable after 60 days under the same terms as with existing hospital renewal provisions
- (ii) Outpatient
 - (i) An enrollee is eligible for the following outpatient mental health visits with a panel provider, or to a non-panel provider with advance referral: visits 1-20 covered at 100%, visits 21-35 covered at 75%(with a maximum member cost of \$20 per visit), and visits 36 and over are covered with a \$20 co-payment per visit for both facility and professional services per calendar year.
 - (ii) An enrollee is eligible for the following outpatient substance abuse visits with a panel provider or to a non-panel provider with advance referral: visits 1-35 covered at 100% and visits 36 and over are covered with a \$20 co-payment per visit for both facility and professional services per calendar year.

Utilization of CDR for outpatient psychiatric or substance abuse assessment, referral, and short-term problem solving do not count as outpatient visits.
- (iii) Day/Night — 730 visits; each visit reduces the number of remaining inpatient days by one-half day.
- (iv) Halfway House — 120 days lifetime maximum; no more than 90 days in any one calendar year.
- (v) Psychological testing — Covered only when authorized by the CDR as medically necessary and administered by a participating provider; or when

MENTAL HEALTH AND SUBSTANCE USE DISORDER PROGRAM

authorized by the Administrator as medically necessary in an emergency situation.

2. Notwithstanding the provisions of Section C. 1., there would be certain exceptions where the patient/client may bypass the CDR but still receive full MCP benefits:
 - (a) For emergency or out-of-area (i.e. away from home plan area) cases, providers must call the Administrator at the 800 number within 24 hours of providing initial care to receive full MCP payment. The Administrator will approve the initial care and refer the case to the appropriate CDR. This referral will allow the CDR to consult with the provider regarding their treatment plan and to monitor the prescribed care. As soon as the CDR, after consultation with the attending provider, determines it is appropriate, the patient/client will be referred to a participating provider. In such situations, the CDR, after consultation with the Administrator, may judge it appropriate to treat a non-participating provider as a participating provider under the MCP for that case if the provider agrees to abide by MCP provisions.
 - (b) Full MCP benefits also may be provided to non-participating providers in exceptional cases where the CDR, after consultation with the Administrator, makes a specific referral of the patient/client to such provider.

Outpatient treatment services by panel and non-panel providers will be expected to comply with the managed care review and authorization requirements for any extended outpatient care services or for treatment for select diagnostic conditions as determined by the CDR, if applicable.
3. Except for Subsection 2. a., b. and d. of this Section C., patients/clients who receive psychiatric and substance abuse services from non-participating providers will receive the following benefits:

MENTAL HEALTH AND SUBSTANCE USE DISORDER PROGRAM

(i) Psychiatric Care

- (i) Inpatient facility care—for general acute care hospital admissions, up to \$250 per day plus \$20 per day for ancillaries; for other facilities, \$15 per day.
- (ii) Outpatient facility care—50% of participating provider reimbursement.
- (iii) Inpatient physician care—50% of participating provider reimbursement. Non-physician services will not be covered under the MCP (with the exception of a psychologist).
- (iv) Outpatient physician care—50% of participating provider reimbursement. Non-physician services will not be covered under the MCP.

(ii) Substance Abuse Treatment—no benefits are payable.

(d) ESSP Responsibilities

1. Local ESSP representatives continue to be integral participants and use of the ESSP representatives remains a voluntary part of the MCP.
2. Employees and their dependents are encouraged by the CDR to use the ESSP representative. In addition, the CDR requests authorization from the patient/client to consult with the ESSP representative on the individual's behalf. The relationship between the ESSP representative and the patient/client is important because the ESSP representative can provide valuable support to the patient/client and family members during the recovery process.

(e) Administrator Responsibilities

Blue Cross and Blue Shield of Michigan (BCBSM) administers all H-S-M-D-D-V programs selected by Company and Union. The Mental Health and Substance Use Disorder benefit administrator has the following responsibilities:

1. The Administrator has established a panel of local participating providers, i.e., the National PPO Plan Network. The local Blue Cross and Blue Shield plans will ensure that the providers fully understand the provisions

MENTAL HEALTH AND SUBSTANCE USE DISORDER PROGRAM

of the MCP including benefit levels and “hold harmless” provisions. The size of the panel should be sufficient to provide appropriate access. The local plan will negotiate appropriate fees with such participating providers.

2. The Administrator has established an 800 number that is staffed 24 hours a day for use by Ford members who need services under the MCP in an emergency situation or where the patient/client is out-of-area. By using the 800 number, the Ford members are able to obtain from the Administrator referrals to providers, to a CDR and/or approval for care. The Administrator refers a case to the appropriate CDR in that area who manages the case.
3. The Administrator makes benefit payments to the participating providers or, in the case of services received from non-participating providers, the Administrator makes benefit payments to the member or non-participating provider, as appropriate.
4. It is expected that the Administrator will continue to cooperate with the CDR to enable the CDR to perform its responsibilities contained in this Letter of Understanding. Such cooperation includes, but is not limited to, sharing data necessary to perform the Case Manager function.
5. The Administrator has undertaken these responsibilities through a contract with the Company that places the Administrator at a business risk in accordance with the Administrator’s modified role as defined in the contract.

It is believed that this Mental Health and Substance Use Disorder program accomplishes the goal of the Company and Union of maintaining a provider network for such services that meets the needs of Ford-UAW enrollees.

Very truly yours,

RICK POPP, Director
Employee Benefits
Human Resources

Concur: Jimmy Settles

November 3, 2007

Mr. Bob King
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. King:

Subject: National Health Insurance

As we discussed during negotiations, national health care reform is an important objective for the Company and Union. Consequently, the parties have participated in a number of joint activities at the state level and in Washington. The Company and Union seek to achieve health care reform that will address issues that are important to the welfare of the U.S. auto industry and specifically to the well-being of the Company and its employees.

The impact national health reform may have on the H-S-M-D-D-V Program cannot be predicted with any certainty. Because these matters are unsettled, the Company and Union have agreed to maintain the following understandings regarding national health insurance:

Notwithstanding Section 11(b) of the H-S-M-D-D-V Program, if during the term of the Collective Bargaining Agreement between the Company and the Union signed today, any national health insurance act (other than a Workers' Compensation or occupational health law) is enacted or amended to provide hospital, surgical, medical, prescription drug, dental, vision or hearing aid benefits for employees (or retired employees, and surviving spouses while covered by the Company's H-S-M-D-D-V Program), and their dependents, which in whole or in part duplicate or may be integrated with the benefits under the H-S-M-D-D-V Program, the benefits under the H-S-M-D-D-V Program shall be modified in whole or any part, so as to integrate or so as to eliminate any duplication of such benefits with the benefits provided by such Federal law. This integration shall be designed to maintain such integrated benefits as nearly comparable as practicable to the benefits provided in the H-S-M-D-D-V Program. Such integration shall not result in persons covered under the H-S-M-D-D-V Program having to pay

NATIONAL HEALTH INSURANCE

deductibles or co-payments for H-S-M-D-D-V benefits which they would not otherwise pay under the H-S-M-D-D-V Program.

If any such Federal law is enacted or amended, as provided in the paragraph above, the Company will pay beginning with the date benefits under such law become available and continuing through [September 14, 2011] any premiums, taxes or contributions that employees who are eligible for Company-paid coverage under the H-S-M-D-D-V Program may be required to pay under the law for benefits which may be integrated with the H-S-M-D-D-V Program.

This includes payments that are specifically earmarked or designated for the purpose of financing the program of benefits provided by law, in addition to any premiums, taxes or contributions required of the Company by law. If such premiums, taxes or contributions are based on wages, the Company will pay only the premiums, taxes or contributions applicable to wages received from the Company.

Any savings realized by the Company from integrating or eliminating any duplication of benefits provided under the H-S-M-D-D-V Program with the benefits provided by law, shall be retained by the Company.

These understandings are conditioned on the Company obtaining and maintaining such governmental approvals as may be required to permit the integration of the benefits provided under the H-S-M-D-D-V Program with the benefits provided by any such law; otherwise the Company and the Union shall meet and develop an acceptable alternative to accomplish the intent of this letter for the remaining term of the agreement. The parties will meet promptly following the enactment of such legislation in order to assure a smooth implementation of and transition to the integrated program addressed in this letter.

Very truly yours,

LEE MEZZA, Manager
Direct Compensation and Benefits
Human Resources

Concur: Bob King

October 9, 1999

Mr. Ron Gettelfinger
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Gettelfinger:

Subject: National Health Plan Reform

During these negotiations, the Company and the Union discussed initiatives presently under consideration at the federal government level to reform the health care delivery system. The proposed reforms include provisions that would impose, among other things, (i) liability on health care plans, employers, employees, agents and other entities for punitive and compensatory damages arising out of the provisions of benefits, (ii) requirements for timely decisions of certain benefit claims, (iii) access to external, independent claim reviews, (iv) access to specialty care, and (v) protections for the provider/patient relationship.

The likelihood of any initiatives becoming law is unknown and the elements and impact of any legislation cannot be predicted. Nonetheless, the parties agreed that if any national health plan reform legislation is enacted during the term of the agreement, the Company and the Union, through the Company-Union Committee, will discuss and implement modifications to the H-S-M-D-D-V Program that comply with federal standards as they become effective. The compliance effort will also be undertaken in a manner that achieves the following objectives.

- Minimizes litigation risk to the H-S-M-D-D-V Program and its fiduciaries.
- Provides greater opportunities for participants to resolve denied claims through the H-S-M-D-D-V Program appeal processes.
- Addresses the legitimate concerns of participants in awareness and understanding of health care issues and benefit terms.

NATIONAL HEALTH PLAN REFORM

- Corrects any H-S-M-D-D-V Program terms that constitute unintended violations of new legislation.

The parties agreed to meet during the term of the agreement to discuss the status of proposed federal legislation and take measures consistent with this letter to expeditiously address the mutual objectives of the parties.

Very truly yours,

LEE MEZZA, Manager
Direct Compensation and Benefits
Human Resources

Concur: Ron Gettelfinger

**NEW PROCEDURE PROCESS FOR TRADITIONAL
HOURLY NATIONAL PREFERRED PROVIDER ORGANIZATION
AND BLUE PREFERRED PLUS PPO PROGRAMS CHANGES**

November 5, 2015

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: New Procedure Process for Traditional Hourly National Preferred Provider Organization and Blue Preferred Plus PPO Programs Changes

Presently, as agreed to by the Company and Union in October 1999, mutual agreement is required for inclusion under the surgical-medical provisions of the Hourly National PPO and Blue Preferred Plus PPO plans of all new procedures or substituted procedures proposed by the Control Plan. We also agreed that the approval process would be reviewed with the intent of continuously improving the implementation process of new procedures.

The parties have agreed to implement the following changes to the existing new procedure implementation process effective January 1, 2010 for hourly employees and their eligible dependents:

- Automatic implementation of new procedures based on **the Control Plan's** book of business effective date, providing the cost for the new procedure is at or below \$0.015 per contract per month (PCPM) unless Ford's written denial is received within 20 days of the receipt of the **Control Plan's** recommendation
- New procedures exceeding the \$0.015 PCPM cost will require mutual approval and authorization to **the Control Plan** prior to implementation

For all procedures, the Control Plan will continue to supply the Company and the Union, not less than thirty (30) days prior to the proposed effective date, with the comprehensive recommendation documentation that includes the applicable medical policy back-up and reflects the policy that has been established for the **Control Plan's** book of business. **The** Control Plan, will instruct the participating **plans** of updates to the covered procedures. Ford will

**NEW PROCEDURE PROCESS FOR TRADITIONAL
HOURLY NATIONAL PREFERRED PROVIDER ORGANIZATION
AND BLUE PREFERRED PLUS PPO PROGRAMS CHANGES**

continue to advise any other non-**Control Plan** carriers of new procedures approved as applicable.

The parties also agree to continue to review the process for adoption and implementation of new procedures and technology, with an emphasis on assuring appropriate utilization and cost effective delivery.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

November 5, 2015

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Onsite Flu Shot Program

During these negotiations, the Company and Union discussed the importance of reducing the spread of viral influenza in the workplace to maintain employee health and a healthy work environment.

To that end, the Company will continue to make flu shots available annually throughout the term of the **2015** Agreement with an on-site program at each Company location, **unless otherwise agreed upon by both parties. The Company and Union may also agree upon additional locations, where administratively feasible.** The program for the on-site flu shots will be administered by a third party vendor and at no cost to the employee. **All active employees and/or employees on approved leave are eligible to participate in the on-site flu shot program.**

As soon as practicable after these negotiations, the Company and the UAW, through the ESSP Program, will make arrangements to implement such a flu shot program for employees who wish to participate.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

PAIN MANAGEMENT PROGRAM

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Pain Management Program

During the course of these negotiations, the parties discussed the importance of appropriate utilization of controlled substances, such as Oxycontin, Oxycodone and Vicodin. To ensure that employees are appropriately utilizing pain medications when required, both parties will evaluate and implement by mutual agreement, a Pain Management program in the health plans in order to enhance employee and workplace safety and to better control the costs of these medications.

The Pain Management Program could include but not limited to the following:

- The issuing of more than a predetermined quantity of a Schedule II or Schedule III opioid medication could require:
- Referral to a credentialed pain management specialist; or
- Referral to a provider that has been credentialed in pain management by the health plan.
- Implementing clinical edits such as Quantity Limits or requiring a Prior Authorization for such drugs when appropriate.

The program will include metrics to ensure that the program is effectively achieving the goals, consistent with this letter of understanding.

Very Truly Yours,

RICK POPP, Director
Employee Benefits
Human Resources

Concur: Jimmy Settles

PRESCRIPTION DRUG LEGISLATION

November 3, 2007

Mr. Bob King
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. King:

Subject: Prescription Drug Legislation

During these negotiations, the Company and the Union discussed the possibility of future initiatives at the federal government level that may impact prescription drug coverage to eligible recipients of Medicare benefits.

The parties agreed that if any prescription drug benefit initiatives are enacted into federal law during the term of the Agreement, the Company-Union Committee is authorized to evaluate the impact of the legislation on the H-S-M-D-D-V Program and shall design and implement H-S-M-D-D-V Program changes to implement the legislation. Implementation of the law shall be accomplished in a manner that promotes the purposes of the H-S-M-D-D-V Program to make available high quality, cost effective benefits for eligible enrollees. In particular, the Company and the Union recognize and agree that the integration of such legislation into the H-S-M-D-D-V Program shall not reduce the level of benefits provided in the H-S-M-D-D-V Program and, to the extent allowed by law, shall permit the Company to administer the H-S-M-D-D-V Program as a secondary payor of prescription drug benefits.

Very truly yours,

LEE MEZZA, Manager
Direct Compensation and Benefits
Human Resources

Concur: Bob King

**PRESCRIPTION DRUG PROGRAM PHARMACY COMMITTEE –
UAW/FORD DRUG COVERAGE REVIEW PROCESS FOR
EMPLOYEES AND SURVIVING SPOUSES**

November 5, 2015

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Prescription Drug Program Pharmacy Committee –
UAW/Ford Drug Coverage Review Process for
Employees and Surviving Spouses

During these negotiations, the parties discussed the safety, efficacy and cost-effectiveness of prescription drugs covered under the H-S-M-D-D-V and self-funded Preferred Provider Organizations (PPOs) Prescription Drug Program. The parties agree that many new drugs may exhibit little if any improved therapeutic effect or enhanced safety when compared to existing treatments. In order to promote safety, efficacy and cost-effectiveness, the parties mutually agreed to implement a Pharmacy Committee, consisting of the members of the Company-Union Committee specified in Section 12 of the H-S-M-D-D-V Program.

The parties further agreed the Company-Union Committee will rely upon the clinical expertise of the mutually agreed upon Pharmacy Benefit Manager (PBM). As required, the Company-Union Committee will utilize a Drug Coverage Review Process to ensure the management tools are clinically appropriate and functioning as expected. The parties may reject the PBM's updates upon mutual agreement. Decision (action) options for drug coverage treatment approaches are:

- Include as covered with no management provisions;
- Include and monitor (with evaluation but no immediate intervention);
- Include with pharmacy management tool application (e.g., step therapy, prior authorization, quantity, dose and time limits, and others as agreed upon); or Exclude

**PRESCRIPTION DRUG PROGRAM PHARMACY COMMITTEE –
UAW/FORD DRUG COVERAGE REVIEW PROCESS FOR
EMPLOYEES AND SURVIVING SPOUSES**

FDA-approved drugs allowable under benefit design, but not selected for coverage review, are covered unless agreed upon by the parties.

The PBM will be **required** to **provide** a detailed explanation and rationale, **consistent with industry practice**, for each **update to the standard management tools**. The parties agree to review these details as needed, but no less than semi-annually.

A qualified third party consultant will be selected by mutual agreement to provide an independent opinion, as needed, regarding updates to the standard set of pharmacy management tools. The consultant will be selected as soon as practicable but no later than second quarter 2016.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

**PRESCRIPTION DRUG PROGRAM
PHARMACY MANAGEMENT**

November 5, 2015

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Prescription Drug Program Pharmacy Management

During these **and previous** negotiations (as well as during the negotiations which resulted in the 2005 Memorandum of Understanding), the parties discussed the quality, delivery, safety, efficacy and cost-effectiveness of the H-S-M-D-D-V and self-funded Preferred Provider Organizations (PPOs) Pharmacy Programs. The parties concluded that there are opportunities for improvement in these areas within the Prescription Drug Programs. As a result, the following changes (for eligible employees and surviving spouses) to these Programs through the Pharmacy Benefit Manager (PBM) will be, **or have been**, implemented:

- Pharmacy Network – the parties will review, with the PBM, the effectiveness of narrowing the retail pharmacy network while maintaining adequate enrollee access.
- The Company-Union Committee implemented pharmacy management tool (PMT) edits. These tools are designed to improve quality of care while reducing costs by encouraging prescribing, dispensing, and use of drugs consistent with accepted standards of care.

The parties have agreed that the carrier will provide the Company-Union Joint Committee a regular (minimum of quarterly, **or as needed**) review of the overall program operations and member concerns and make recommendations for improvement.

The **Company-Union** Committee will evaluate additional PMTs on an ongoing basis, which may be implemented upon mutual agreement. PMTs include, but are not limited, to:

- Prior Authorization (PA) Program.

- Various Dispensing Protocols to encourage appropriate utilization and promote safety.
- Dose optimization protocols,
- Dispensing quantity protocols,
- Quantity-duration protocols,
- Dose-duration protocols, and
- Standard exclusions: drugs used exclusively for cosmetic or experimental uses, over-the-counter drugs.
- Drug Utilization Review (DUR) to determine whether patients receive appropriate drug therapy as measured against generally accepted pharmaceutical practices. DUR includes:
 - Drug-disease conflicts;
 - Drug-drug interactions;
 - Allergy alerts;
 - Therapeutic duplicates;
 - Early refills;
 - Age/gender prescription conflicts;
 - Over-utilization;
 - Under-utilization; and
 - Quantity limits.
- Step Therapy.
- **The Company-Union Committee will continue to meet regularly to review additional opportunities to encourage the use of preferred drugs.**
- RationalMed is a patient safety program which identifies patients at risk for possible adverse pharmacy treatment outcomes, communicates the potential risks to treating physicians and provides information to support therapy decisions. The program uses combined drug and medical data to enable safer use of medications, and identify high utilization that increases the quality of patient care and decreases avoidable hospitalizations. The goals are safer

**PRESCRIPTION DRUG PROGRAM
PHARMACY MANAGEMENT**

patient care and better pharmacy value. Effective January 1, 2008, the Company will pay for the ongoing RationalMed costs as described in the contract between the Third Party Administrator, the Pharmacy Benefit Manager and the Company.

The parties will continue to pursue quality, safety, efficacy, and delivery issues in an effort to improve these Programs.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

**PROCESS FOR POSSIBLE CONCILIATION, ACCOMMODATION OR
COMPROMISE OF FINAL ADVERSE BENEFIT DETERMINATIONS**

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Process for Possible Conciliation, Accommodation or
Compromise of Final Adverse Benefit Determinations

During these negotiations, the parties discussed the Patient Protection and Affordable Care Act (PPACA) mandatory external review process applicable to a final adverse benefit determination from the last level of the internal claims and appeal process under the HSMDDV Program. The parties discussed that after a final adverse benefit determination, the parties may benefit by engaging in a dialogue toward possible compromise, conciliation or accommodation that may obviate the time, expense and inconvenience associated with external review.

Therefore, the parties agreed that with respect to claims susceptible to mandatory external review, after a final adverse benefit determination, but before the issuance of a final decision by the Independent Review Organization (“IRO”) and upon a request from the Union, the parties will engage in discussions toward possible compromise, conciliation or accommodation of the claim. Upon request by the Union or a Union Benefit Representative, the Company, Control Plan or carrier will provide information material to the adverse benefit determination and advise what would be needed in order to support the employee’s claim for payment of benefits. Other than described above, nothing in this agreement requires that the parties follow any specific procedures when exploring possibilities for compromise, conciliation or accommodation and nothing in this agreement requires either party to modify their respective positions with respect to a claim. Furthermore, that the parties engage in discussions pursuant to this process shall not toll any time limits applicable to any such claim and a refusal by Ford to conciliate, accommodate or compromise a

**PROCESS FOR POSSIBLE CONCILIATION, ACCOMMODATION OR
COMPROMISE OF FINAL ADVERSE BENEFIT DETERMINATIONS**

final adverse benefit determination pending IRA decision shall not be deemed to constitute an adverse benefit determination with respect to said claim.

This agreement is conditional upon the parties' understanding that engaging in this process does not constitute a voluntary internal review to which the PPACA mandatory external review process applies. To the extent it is later determined by a court of competent jurisdiction, by regulatory or statutory amendment or by the issuance of authoritative guidance by governing agencies that this process does constitute a voluntary internal review process, this letter agreement shall become null and void.

Very truly yours,

RICK POPP, Director
Employee Benefits
Human Resources

Concur: Jimmy Settles

November 5, 2015

**Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214**

Dear Mr. Settles:

Subject: Provider Billing Practices

During the course of these negotiations, the parties have discussed our mutual interest and desire to encourage carriers to work with hospitals and physicians to stop abusive billing patterns (e.g., back billing members for inappropriate clinic and consultation fees).

The parties agree to work together with the carriers providing H-S-M-D-D-V benefits to influence network providers to end abusive billing practices. The Company and the Union will meet quarterly during the course of this agreement to discuss any new issues and opportunities to impact billing controls and provider billing practices in the marketplace.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

**MENTAL HEALTH AND SUBSTANCE USE DISORDER
TREATMENT PROGRAM - ALTERNATIVE CARE PLANS**

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW-Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Mental Health and Substance Use Disorder Treatment
Program– Alternative Care Plans

During the past several negotiations, the Company and Union expressed their joint concern regarding the adequacy of delivery of mental health care and substance use disorder treatment by certain approved alternative care plans. The parties also discussed the need for closer coordination between the UAW-Ford Employee Support Services Program (ESSP) and alternative care plans in connection with early identification and treatment of mental health and substance use disorder conditions.

The Company and Union have agreed upon a Managed Care Program for mental health care and substance use disorder services for all Ford hourly active employees represented by the UAW and their eligible dependents enrolled under National PPO coverage. Under this Program, to receive benefits, all such Ford hourly members must obtain inpatient hospitalization authorization and generally may obtain certain services (assessment, differential diagnosis, treatment plan and referral) from the Central Diagnostic and Referral Agencies (CDR) before receiving services for mental health and substance use disorder conditions. The Program will also encourage strongly hourly active employees represented by the UAW and their eligible dependents enrolled under alternative plan coverages to receive an assessment, diagnosis and treatment plan from the CDR before receiving services for mental health and substance use disorder conditions from their respective alternative plan providers. In the event that the alternative plan member requests treatment from the alternative plan without first contacting the CDR, the plan is expected to coordinate treatment for such patient/client with the CDR who should act as Case Manager. Such coordination should recognize any limitations to comply with confidentiality restrictions.

**MENTAL HEALTH AND SUBSTANCE USE DISORDER
TREATMENT PROGRAM - ALTERNATIVE CARE PLANS**

The parties' expectation is that:

- The CDR's recommended treatment for the first 24 hours of care in emergency cases will be given due consideration by the alternative plan in which the member is enrolled, provided the CDR notifies the alternative plan of the action the CDR has taken within 12 hours of commencement of treatment.
- The alternative plans will provide expedited assessment of serious cases.
- This Program will require close coordination between the CDR and the alternative plans. In this regard, the parties expect the alternative plans' full participation in this Program. If these arrangements are to be effective, the relationship between the CDR and the alternative plans must be based on mutual trust, full cooperation and professionalism. Should problems arise where alternative plans and CDRs are unable to coordinate care, the parties, through the Managed Care Oversight Committee, will intervene, as appropriate.

The Managed Care Program Oversight Committee, as defined in the Letter of Understanding, Mental Health and Substance Use Disorder Program, dated October 4, 2011, have established a process whereby CDRs and alternative plans may raise concerns about each other directly with a representative of the Company's Healthcare Management Department.

In the event the Company's representative is unable to resolve the issue, he/she will make a recommendation to the Managed Care Oversight Committee. The Managed Care Oversight Committee may take corrective action plan(s) to the H-S-M-D-D-V Committee and recommend actions to be taken. The H-S-M-D-D-V Committee may take action which may result in removal of the plan as a health care option for Ford hourly enrollees represented by the UAW.

Very truly yours,

RICK POPP, Director
Employee Benefits
Human Resources

Concur: Jimmy Settles

September 15, 2003

Mr. Gerald D. Bantom
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Bantom:

Subject: Quality and Cost-Effective Health Care

During these negotiations, the Company and Union discussed and recognized the importance of providing high quality, cost effective health care to eligible members. The Company recognizes the contributions made by the UAW National Ford Department towards reducing health care cost increases during the 1999 agreement. These contributions include improving the cost-effectiveness and efficiency of health care plan administration, re-bidding selected health care plan providers, improving the quality of plan delivery and administration, and improving member access to plan providers.

The parties also acknowledge that, in spite of these and other joint efforts, additional efforts are necessary to help control the increase in health care costs. The Company and Union agree that even more aggressive efforts must be pursued during the term of this agreement. These efforts will include the following measures, as well as others mutually agreed to by the parties and are intended to provide improved quality of delivery and reduce Company costs while maintaining reasonable access.

- Conduct re-bids of selected health care plans to improve member service and reduce costs.
- Review the availability of alternative plans in large markets and, where feasible, reduce the number of plan offerings to create market competition while assuring reasonable access to members.
- Identify efficient health care plans and study their administrative practices and procedures for possible inclusion in the H-S-M-D-D-V program.
- Review alternative plan administrative processes including prescription drug management and disease management

QUALITY AND COST-EFFECTIVE HEALTH CARE

processes and, if appropriate, approve modifications through the Company-Union Committee.

- Evaluate through the Quality, Utilization, Evaluation and Satisfaction Team (QUEST) alternative plan evaluation criteria that would be required of all alternative health care plans to be offered to eligible members. Proposed changes in provider networks and administrative processes would be reviewed by the QUEST team for recommendation to the Company-Union Committee.
- Evaluate the service delivery quality and cost effectiveness of service specific PPOs to determine if they should be continued, expanded or discontinued. Identify new service specific PPOs to include in the health care plan to improve service and cost.
- Evaluate collaboration with other plan sponsors in the health plan bidding process to improve costs by leveraging the size of contracts.

The parties strongly support the development of new activities that will enhance quality of care and cost effectiveness and mutually agree that the Company-Union Committee will explore these and other activities. The Company-Union Committee will meet after these negotiations and develop an action plan that addresses the measures listed above by January 1, 2004.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Gerald D. Bantom

QUALITY HEALTH CARE ACTIVITIES

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Quality Health Care Activities

The Company and Union have recognized the importance of providing quality health care in a cost-efficient manner by addressing these issues in previous negotiations and by implementing pilot programs which have met our mutual objectives. The parties believe that joint efforts addressing both quality improvement and the ongoing cost effectiveness of benefits provided to employees should be continued.

The Company and Union reemphasized their commitment that the Company-Union Committee defined in Section 12 of the H-S-M-D-D-V Program is to investigate, consider and, upon mutual agreement engage in activities that may have high potential for cost savings and improvement of quality of care. These activities may also include the implementation of Pilot Programs to maximize coverage under the H-S-M-D-D-V Program for the money spent for such protection.

Other activities to be considered by the parties include, but are not necessarily limited to, the following:

1. Develop performance standards that alternative plans must meet for acceptance and continued participation as a health care plan option under the H-S-M-D-D-V Program. These standards will address such issues as provider selection and retention, quality, cost, utilization, price, administration and expansion of the availability of cost-effective managed care options.
2. Conduct audits of the eligibility of guardianships, sponsored dependents and other categories of dependents where abuse of the eligibility provisions may occur. The intent of such audits will be to ensure that those entitled to coverage are enrolled,

and that the Program provisions are not being utilized to transfer to the Program the responsibilities of other parties.

3. Explore with the carriers and the Center for Medicare Services (CMS) methods of expediting the processing and administration of claims for enrollees with Medicare primary coverage (e.g., Medicare “Crossover” system).
4. Engage in efforts to increase enrollee awareness of the positive impacts of effective coordination of benefits administration and to assist in effective and expeditious carrier implementation of a pilot project to emphasize cost avoidance.
5. Explore pilot programs, individually or in concert with other payers, to develop relationships with high quality, cost effective providers and to encourage enrollee use of such providers.
6. Review, evaluate, and act upon the recommendations of the Company-Union Committee (using the assistance of outside advisors, as appropriate) regarding matters concerning the overall performance and continuation of individual alternative plans on the basis of: quality, access, benefit design, cost effectiveness, and delivery of services. This review and evaluation shall utilize, in addition to the current standards, demographic adjustments for variations in age, gender, and family size, as well as other available information including health status and utilization patterns. Work with carriers to promote the development of cost-effective alternative plan options.
7. Work with dental carriers and Dental Health Maintenance Organizations (DHMOs), to monitor utilization and to determine if there is a potential for abuse in the performance of such dental procedures as root planing and sealing, application of fluoride, occlusal equilibration and gingival curettage.
8. Continue to have alternative plans develop and distribute informational materials through direct mailings or otherwise about how members may: obtain coverage and receive care; gain access to other plan services, including referrals outside of the plan network; and register complaints and utilize the plan’s grievance process. The parties intend that the plans will continue to make such information available. The parties can

QUALITY HEALTH CARE ACTIVITIES

take such mutually agreed upon steps as they deem appropriate (including termination of the plan offering) should a plan refuse to comply.

9. Explore non-traditional services that would assist in the management of serious health conditions including treatment that can alleviate chronic debilitating pain and alternative treatment modalities which will enhance recovery during an inpatient admission.
10. Gather and evaluate data relative to fertility services, and determine the feasibility of delivering such services in accordance with the concept described below:

The benefit will be designed so that a common treatment approach is achieved. Panel providers will be credentialed who:

- Are qualified in their field;
- Agree to abide by a consistent treatment of diagnostic tests, drugs, and protocols;
- Maintain quality standards; and
- Are willing to meet conditions as the parties may require.

Eligibility for services under this fertility program may be limited to those received from the panel providers. Once a pregnancy has been confirmed, the patient may continue obstetrics services with her regular doctor.

To the extent feasible the benefits may be carved out from all plans and centered in a national reproductive services program and done in concert with the Union and their other employer partners.

The benefits may include, but not necessarily be limited to, counseling, treatment for underlying conditions of sexual dysfunction, diagnostic services, pharmaceuticals, artificial insemination, in vitro fertilization, surgical intervention, cryopreservation, transvaginal ultrasound, and donor gamete. The parties may also consider adopting:

- A set number of cycles for services (because of the declining probability of success).

QUALITY HEALTH CARE ACTIVITIES

- A maximum number of transfers per cycle (in order to reduce the likelihood of multiple birth).
 - A number of episodes of treatment that will be covered under the program or otherwise set a frequency limitation.
11. Work with carriers in an attempt to resolve disputes with hospitals or hospital organizations over participating status.
 12. Evaluate and implement initiatives related to the use of specialty medications. These initiatives will include, but are not limited to, a specialty drug retail network (to improve enrollee care and achieve better pricing), a program that would address limits on quantity in retail and mail order when enrollees are initiating treatment (to avoid excess loss and potential waste) and the adoption of prescription drug tools as soon as practicable prior to or after marketing (to ensure appropriate use, enhance medication, safety, and promote quality for specialty drugs).
 13. Work with the Control Plan to develop and implement a provider performance program that measures quality of care and cost effectiveness of services provided to members. Providers who participate in the performance program will meet goals set by the plan that expand their capacity to address the health care needs of the patient population they serve. They will be expected to participate as outlined below:
 - Provide progress reports, self-assessments, and implementation plans
 - The reports will specify investments, achievements, progress towards goals, and measurable results of initiatives selected as compared to the previous period.
 - Complete other periodic surveys, such as a Business Model survey or Technical Capabilities survey.

If the above is not successful, the parties will meet to discuss and implement other ways to control quality and cost.

QUALITY HEALTH CARE ACTIVITIES

The parties also agree to support the development of new pilot programs and activities which enhance quality of care and cost effectiveness.

Very truly yours,

RICK POPP, Director
Employee Benefits
Human Resources

Concur: Jimmy Settles

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Radiology and Transplant Benefits

During these negotiations, the Company and the Union confirm our agreement to add new procedures in accordance with and subject to the written benefit descriptions, limitations and understandings as recommended by the Control Plan under the surgical-medical provisions of the Hourly National PPO and Blue Preferred Plus PPO plans and our established process. Through the process and this negotiation, we have agreed to add the following to the H-S-M-D-D-V program:

1. Coronary Computed Tomography Angiography (CCTA):

The CCTA procedure is limited to diagnostic testing subject to carrier approval. CCTA for screening purposes are a benefit exclusion.

2. Human Transplants:

We agreed to remove the maximum allowed amount limits on physician and surgeon fees associated with human organ transplants.

We also agreed for purposes of the H-S-M-D-D-V program, “medically recognized” human organ or tissue transplants include allogeneic bone marrow for only specified diagnoses, autologous bone marrow for only specified diagnoses, cornea, heart, heart/lung, kidney, liver, kidney/liver, lung, pancreas,

RADIOLOGY AND TRANSPLANT BENEFITS

simultaneous pancreas/kidney, lobar lung, small intestine, small bowel/liver and skin.

Very truly yours,

RICK POPP, Director
Employee Benefits
Human Resources

Concur: Jimmy Settles

**SALARIED EMPLOYEES RETURNING
TO FORD HOURLY EMPLOYMENT**

September 15, 2003

Mr. Gerald D. Bantom
Vice President and Director
UAW National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Bantom:

Subject: Salaried Employees Returning to Ford Hourly
Employment

During these negotiations, the Company and the Union discussed situations where certain salaried employees at their own initiative elect to return to UAW hourly-rated employment and do promptly thereafter retire. Such employees presently would be eligible to participate under the UAW negotiated hourly postretirement welfare benefits provided for under Volume I, Article IX, Section 27 of this Agreement, Insurance. We agreed that this practice is not within the objectives for these plans.

Accordingly, we agreed that salaried employees who voluntarily return to hourly-rated UAW employment on or after October 1, 2003 shall be required to remain in hourly-rated UAW employment for a period of at least two calendar years prior to their retirement in order to be eligible for such insurance programs. Employees who fail to meet this condition shall not be eligible for postretirement insurance benefits as an hourly retiree under this Agreement.

However, it is also agreed that for operational and other reasons the following situations shall be exempt from the two-year requirement:

- An Assistant Supervisor, Supervisor, or other employee in a supervisory position who was acting as a vacation replacement as provided in Volume 1, Article VIII, Section 34.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Gerald D. Bantom

SVS BENEFIT CHANGES

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: SVS Benefit Changes

During these negotiations, the Company and Union agreed that the benefits paid under the SVS Program to enrolled employees and surviving spouses and their eligible dependents, who reside less than twenty-five (25) miles from an SVS office or affiliated provider office, and who choose to receive vision care from a provider other than SVS or an affiliate, will be \$13.00 for frames and \$13.00 for lenses, \$52.50 for medically necessary contact lenses and \$37.00 for other contact lenses. Photochromic/transition lenses – single/multi lens will be covered with no co-pay in-network only.

In addition, it was agreed that for lenses ordered under the SVS Program and received from an SVS office or affiliated provider office, coverage will be provided for scratch-guard coating of the lenses. This provision applies only to lenses ordered prior to the enrollee's thirteenth birthday. Scratch-guard coating will be covered under the Program not more frequently than once every two calendar years.

The parties further agreed to separate the covered charges for the contact lens professional fees and the contact lens material, when service is received from a SVS or affiliated provided on or after January 1, 2000. On or after January 1, 2000, the contact lens professional fee benefit amount will be \$40.00 and the contact lens material benefit amount will be \$75.00.

The Company has instructed SVS to continue the same general level of SVS frame quality and selection as administered under the previous Agreement, with a panel frame benefit of \$21.50 wholesale cost (\$40.00 retail cost).

The parties also have agreed that the benefits paid under the SVS Program to enrolled employees and surviving spouses and their

SVS BENEFIT CHANGES

eligible dependents, who reside more than twenty-five (25) miles from an SVS office or affiliated provider office, and who choose to receive vision care services from a non-affiliated provider, will receive reimbursement for covered vision services that will be the lesser of charges or the amounts shown on the attached schedule. These increased amounts will go into effect with services received on or after January 1, 2000.

Effective September 29, 2003, persons enrolled for coverage under the H-S-M-D-D-V Program, who are insulin-dependent diabetics and present a letter from their physician stating such, who during the previous 12 months have had change of .5 diopter or 10 degree axis will be eligible for one pair of lenses at the new prescription will be provided. For enrollees enrolled in an HMO or PPO Plan and who are covered under the SVS Program, the annual eye examination for insulin-dependent diabetics will be provided under the HMO or PPO Plan and the lenses, if necessary, will be provided by SVS.

Very truly yours,

RICK POPP, Director
Employee Benefits
Human Resources

Concur: Jimmy Settles

Attachment

SVS BENEFIT CHANGES**ATTACHMENT****BENEFIT AMOUNT FOR SERVICES RECEIVED**

<u>Complete Services</u>	<u>Prior To January 1, 2000</u>	<u>On Or After January 1, 2000</u>
· Vision examination, frame single vision lenses	\$ 132.00	\$153.00
· Vision examination, frame and bifocal lenses	144.00	173.00
· Vision examination, frame and trifocal lenses	153.00	193.00
· Vision examination, frame and special lenses	161.00	163.00
<u>Separate Services</u>		
· Vision testing examination	\$ 45.00	\$ 45.00
· Re-examination by ophthalmologist	45.00	45.00
· Frame only	47.00	49.00
· Regular Lenses		
- Single Vision	40.00	59.00
- Bifocal	52.00	79.00
- Trifocal	61.00	99.00
- Special (lenticular, aspheric, etc.)	69.00	99.00
· Contact Lenses		
- Hard, including professional fees	63.00	89.00
- Soft, including professional fees	63.00	89.00
- To achieve 20/70 or for keratoconus, irregular astigmatism or irregular corneal curvature, including professional fees	171.00	200.00

Frequency:

If a covered person has received a vision testing examination, for which benefits were payable under the Program, benefits will be payable for each subsequent vision testing examination only if received more than twelve (12) months after receipt of the most recent previous vision testing examination for which benefits were payable under the Program. If a covered person has received lenses or frames for which benefits were payable under the Program, benefits will be payable for lenses or frames only if received more than twenty-four (24) months after receipt of the most recent lenses or frames for which benefits were payable under the Program.

November 5, 2015

**Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214**

Dear Mr. Settles:

Subject: Telemedicine Benefit Offering

During the course of these negotiations, the parties have discussed our mutual interest and desire to improve access to care, while also maintaining quality of care and controlling costs.

Early market indications are that a telemedicine benefit offers convenient, easy access to affordable, high-quality medical care for adults and children experiencing non-emergency medical issues.

The Company agrees to provide a telemedicine benefit offering for the term of this contract, implemented as soon as administratively feasible after completion of the procurement process, to all hourly groups enrolled in the National PPO plan and/or another pilot plan if agreed to by the parties. The parties agree that the Company's standard vendor selection process will be used in order to choose a qualified vendor to provide such services. Each telemedicine visit, as defined by the telemedicine provider, will be subject to a \$10 copay. In addition, the Company will waive the copay associated with each member's first telemedicine visit as an incentive to use the program. The parties agree to develop a campaign to promote the program and encourage employee participation.

The parties further agree to measure the program's utilization in the National PPO plan and/or another chosen pilot plan. The parties will measure the program's utilization after one year of incurred claims data is available to determine if the program should be expanded. If the program is successful, as measured

TELEMEDICINE BENEFIT OFFERING

by registration and utilization, the Company and UAW may mutually agree to expand the telemedicine benefit offering to all alternative medical plans where administratively feasible.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

TRADITIONAL PLAN PPO NETWORK

November 5, 2015

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Traditional Plan PPO Network

Introduction

During these negotiations, the Company and the Union discussed the various health care plans that currently are available to Ford employees. The Company expressed concern that the Traditional Plan has become increasingly less cost-effective and indicated that more favorable provider rates might be obtained if the network of participating providers was narrowed.

The Company and Union mutually agreed to develop and implement a program to administer the Traditional Plan through a national Preferred Provider Organization (PPO) in those states in which Blue Cross Blue Shield (BCBS) **or other mutually agreed upon carrier** is the claims processor. The basic benefit schedule will be identical to Traditional Plan benefits, except for psychiatric care and substance abuse treatment, which will be administered separately as described in the Letter of Understanding, subject: Mental Health and Substance Use Disorder Managed Care Program, dated October 4, 2011. The following details some of the features which will comprise the basis for the new plan.

Control Plan Responsibilities

The Control Plan will assume responsibility for establishing the new PPO network and for managing day-to-day operations subject to the approval of the Company-Union Committee described in Section 12 of the H-S-M-D-D-V Program who will retain general oversight of the plan and will work with **the Control Plan** to ensure that all enrollees have adequate provider access.

The PPO plan will be based on a panel of providers within a defined service area. In establishing and maintaining the panel of providers in each state, **the Control Plan** will be responsible for:

TRADITIONAL PLAN PPO NETWORK

- Defining the network and recruiting providers (physicians, hospitals, laboratories, therapists, etc.)
- Establishing the terms for provider participation in the panel network, including payment rates
- Credentialing providers, as appropriate
- Periodically evaluating the performance of the panel providers
- Conducting the Predetermination Program and utilization reviews
- Monitoring the appropriateness of referrals by panel physicians

The Benefit Schedule

The Traditional Plan basic benefit schedule as of September 15, 2003, will be unchanged. The enrollee's share of the cost will be determined by whether or not the provider is:

- A panel provider
- A **Control Plan** participating provider
- Located within the network service area

Payment in Full

Benefits will be paid in full if services are received from:

- A panel provider
- A non-panel provider outside the plan's service area, if the provider is a **Control Plan** participating provider
- Any provider the enrollee is referred to by a panel provider

Enrollee Co-payments

Each enrollee will be responsible for paying 10% of the reasonable and customary rate, but not more than \$250 per individual or \$500 in each plan year for the entire family, if services are received from:

- A non-panel provider inside the plan's service area, if the provider is a **Control Plan** participating provider
- A non-panel provider either inside or outside the service area, and the provider is not a **Control Plan** participating provider.

TRADITIONAL PLAN PPO NETWORK

Office Visit

Effective January 1, 2012, office visits benefits are covered as described below:

- a. Office visits by enrollees to network providers, or to other providers with an approved advance referral, are subject to a \$20 co-payment per visit.
- b. Office visits to non-network providers, without an approved advance referral, are not covered and are the enrollee's responsibility.
- c. Described above, the enrollee co-payment section is not applicable to office visits coverage.

Urgent Care Centers

Effective January 1, 2012, urgent care centers are covered as described below:

- a. Urgent Care Center (UCC) visits are subject to a \$50 co-payment for each visit to a network UCC for covered services.
- b. Facility services in urgent care centers as approved by the carrier.**
- c. For covered services obtained at a non-network UCC, the enrollee is responsible for the network UCC co-payment plus possible additional amounts in excess of the network allowed amount. The carrier's payment to a non-network UCC will be the network allowed amount for the same service, or if less the actual charges, minus the network UCC co-payment.
- d. The UCC co-payment will be waived if the enrolled member is transferred directly from the UCC to an Emergency Room. In this situation, the Emergency Room co-payment, described below in the emergency room section will then apply.
- e. Described above, the enrollee co-payment section is not applicable to UCC coverage.

Emergency Room

Effective January 1, 2012, services provided at an emergency room are covered as described below:

- a. Emergency Room (ER) visits are subject to a \$100 co-payment for each visit to an ER to receive covered services related to and

accidental injury or a medical emergency using the prudent lay person standard as defined below.

- b. The ER co-payment will be waived if the enrollee is admitted into the hospital directly from the emergency room **or placed into observation** to receive covered services. **Coverage for ER visits or observation care is not limited in the hours of duration.**
- c. If the enrollee receives covered ER services at a non-network provider and does not have the ability or control to select a network provider, the carrier will defend the enrollee on the basis that the allowed amount is the reasonable and customary reimbursement for services or supplies in question. In such situations, the enrollee is still responsible for the ER co-payment.
- d. Described above, the enrollee co-payment section is not applicable to ER coverage.

“accidental injury” means a bodily injury such as a strain, sprain, abrasion, contusion or other condition which occurs as the result of a traumatic incident such as, but not limited to: ingestion of poison; overdose of medication, whether accidental or intentional; allergic reaction resulting from trauma, such as bee stings or insect bites; inhalation of smoke, carbon monoxide, or fumes; burns, frostbite, sunburn, and sunstroke; and attempted suicide.

“medical emergency” means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, serious impairment to bodily functions, or serious dysfunction of any bodily organ or part.

TRADITIONAL PLAN PPO NETWORK

Timing

The Company and Union recognize that there are several issues concerning the transitioning of enrollees to the new program and developing appropriate adjustments to calculating the local plan's composite premium rates (as defined in the letter of understanding: Alternative Plan Value, dated October 9, 1999) to account for the differences in provider discounts. Therefore, the parties agree to further develop the specific design, resolve associated issues, develop a transition plan, and to implement the plan no later than March 1, 2005.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

November 5, 2015

**Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214**

Dear Mr. Settles:

Subject: Transition of Same-Sex Domestic Partner Benefits

During these negotiations, the Company and the UAW discussed the U.S. Supreme Court's decision in *Obergefell v. Hodges* in which the Court struck down state bans on same-sex marriage. Effective June 26, 2015, states now are required to license same-sex marriages and to recognize such marriages performed in other states. As a result of this decision, same-sex marriages will now be considered legal in all states.

The Company and the UAW further discussed the effect of the Court's decision on Company-provided benefits under the Insurance Program, including H-S-M-D-D-V Expense Coverages and Group Life and Disability Insurance. The parties have determined that, since same-sex domestic partners may now legally marry in any state, the Company will provide a one-year transition period, beginning December 31, 2015, before subsequently eliminating Same-Sex Domestic Partner benefits. The Company will send legally required notifications to all participants to inform them of this change.

Should the *Obergefell v. Hodges* decision be overruled or revised, by the Court or Act of Congress, the parties agreed that the eligibility language covering Same-Sex Domestic Partners and their children will revert back to the Same-Sex Domestic Partner language contained within this Agreement and the discontinuation of Same-Sex Domestic Partner status will cease to have effect as soon as administratively possible following such Court decision or Act.

H-S-M-D-D-V Program

The parties agree that the Company may take such actions as are necessary to terminate Company-provided Same-Sex

TRANSITION OF SAME-SEX DOMESTIC PARTNER BENEFITS

Domestic Partner H-S-M-D-D-V benefits effective January 1, 2017.

Same-Sex Domestic Partners, when removed from Company provided coverage, do not qualify for COBRA coverage under federal regulations. However, the Company has made arrangements for a cash pay continuation of coverage for dependents losing eligibility as defined in this letter. This coverage continuation will be administered consistent with COBRA.

Effective January 1, 2017, ATTACHMENT A titled, “Same-Sex Domestic Partner Benefits,” dated November 3, 2007, will be terminated. In the event an active employee dies on or before December 31, 2016 while having an eligible Same-Sex Domestic Partner enrolled for coverage, the Company will continue coverages for the enrolled and eligible Same-Sex Domestic Partner (and eligible and enrolled children, if any) as described in that letter.

Group Life and Disability Insurance Program

Except as otherwise provided in this letter, the parties agree that life insurance coverages for Same-Sex Domestic Partners and children of Same-Sex Domestic Partners, as defined in the Group Life and Disability Insurance Plan contained in the Agreement, will terminate effective January 1, 2017. Such termination shall apply to Company-provided and employee-paid coverages. Employees and retirees enrolled in employee-paid coverage(s) must contact the Insurer to terminate coverage for a Same-Sex Domestic Partner.

Qualified Same-Sex Domestic Partner Survivors, as defined in Sections 9(a) and (f) of the Group Life and Disability Insurance Plan who were receiving Survivor Income Benefits (Transition Survivor Income Benefit and Bridge Survivor Income Benefit), subject to the plan provisions set forth in the November 23, 2015 Group Life and Disability Insurance Plan, prior to January 1, 2017 shall continue to receive such Survivor Income Benefits. Further, Qualified Same-Sex Domestic Partner Survivors shall be eligible for Survivor Income Benefits where the eligible employee died on or before December 31, 2016.

TRANSITION OF SAME-SEX DOMESTIC PARTNER BENEFITS

Same-Sex Domestic Partners of deceased employees and retirees will continue to be eligible for Dependent Group Life Insurance, as provided in Exhibit I (IX) of the Group Life and Disability Insurance Plan, if the employee or retiree was enrolled in the Dependent Group Life Plan at the time of death on or before December 31, 2016.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

Attachment

TRANSITION OF SAME-SEX DOMESTIC PARTNER BENEFITS

ATTACHMENT A

November 3, 2007

Mr. Bob King
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. King:

Subject: Same-Sex Domestic Partner Benefits

The parties agreed to offer domestic partner benefits in recognition that the Company employs, and the UAW represents, people from various and diverse backgrounds. Consistent with our belief that a diverse workforce is an important asset, and in line with the interest to be fair, equitable and fiscally responsible, the Company and the UAW agreed to expand the eligibility requirements to eligible same-sex domestic partners of eligible active employees for hospital, surgical, medical, prescription drug, dental, vision and hearing-aid coverages effective August 1, 2000.

Eligibility Rules for Same Sex Domestic Partners

The Company offers domestic partner H-S-M-D-D-V coverages to eligible active employees who have a qualifying same-sex domestic partner relationship. Employees who retired effective August 1, 2000 or after under the Ford-UAW Retirement Plan or employees who terminated effective August 1, 2000 or after as provided under Section 4 (d) of the H-S-M-D-D-V Program, while covering a domestic partner and/or a domestic partner's eligible children, will be permitted to cover those dependents under the Company's hospital, surgical, medical, prescription drug, dental, vision and hearing-aid coverages during retirement, subject to the applicable terms and conditions which apply to all other H-S-M-D-D-V Program participants. Additionally, in the event a retiree under the Ford-UAW Retirement Plan dies while having an eligible and enrolled domestic partner, the domestic partner (and eligible and enrolled children, if any) will be eligible for coverage in the same manner as if the domestic partner were a surviving spouse under Section 4 (e) (1) of the H-S-M-D-D-V Program. No new same-sex domestic partner dependents may be added after retirement.

TRANSITION OF SAME-SEX DOMESTIC PARTNER BENEFITS

This understanding is an expansion of Section 10, Dependent Eligibility Provision, H-S-M-D-D-V Program presently available under our Agreement for active employees and their eligible dependents. In addition, all other applicable provisions of the H-S-M-D-D-V Program shall apply.

In the event an active employee dies while having an eligible domestic partner enrolled for coverage, the Company will continue hospital, surgical, medical, prescription drug, hearing-aid expense coverages (but not dental or vision expense coverages) for the enrolled and eligible domestic partner (and eligible and enrolled children, if any) as if the domestic partner were a surviving spouse under Section 4 (e) (2) or (3) of the H-S-M-D-D-V Program provided such domestic partner otherwise meets the terms of Section 4 (e) (2) or (3) (a domestic partner for this purpose will be treated as a Class A or Class B Survivor if the domestic partner relationship has existed for at least 1 year immediately prior to his/her death). Nothing contained herein shall be construed as providing eligibility for monthly survivor income benefits.

The parties agree that a same-sex domestic partnership is defined as a relationship between two people who meet ALL of the following criteria:

- Are the same sex,
- Have shared a continuous committed relationship with each other for no less than 6 (six) months, intend to do so indefinitely, and they have no such relationship with any other person,
- Are jointly responsible for each other's welfare and financial obligations,
- Reside in the same household,
- Are not related by blood to a degree of kinship that would prevent marriage from being recognized under the laws of their state of residence,
- Must reside in a state where marriage between persons of the same sex is not recognized as a valid marriage by the state, or, if residing in a state which recognizes same-sex unions, have entered into such union as recognized by the state,

TRANSITION OF SAME-SEX DOMESTIC PARTNER BENEFITS

- Each is over age 18, of legal age, and legally competent to enter a contract, and
- Neither is married to a third party.

Employees will be required to submit a notarized affidavit attesting that their domestic partner relationship meets all of the above criteria. The effective date of coverage will be the date the affidavit is notarized provided the employee is otherwise eligible for health care coverage and notifies the Company within 30 days from the date the affidavit is notarized or, if later, the first of the month following receipt of the affidavit by the Company.

The Company shall have the right of determining eligibility for the benefit, consistent with the provisions described above. The primary enrollee claiming initial or continuing eligibility of a domestic partner and/or dependent(s), if any, shall furnish any documentation that may be necessary to substantiate the claimed eligibility of the domestic partner and/or dependent(s).

The parties agreed that in those instances where a legal jurisdiction (i.e., state) recognizes same-sex marriages, or other forms of same-sex unions, a legal marriage, or other legal union, will be required to establish or continue coverage for those employees who reside in such jurisdiction.

In these cases, coverage will be effective as of the date of the marriage, or other such state recognized union, provided the employee is otherwise eligible for health care coverage and notifies the Company within the time limitations presently in place for adding a dependent.

Children of an employee's domestic partner will be considered eligible if they meet the requirements to be the employee's dependents under Section 151 and 152 of the Internal Revenue Code. In those cases, employees will not be taxed on the value of the child's coverage (see Tax Consequences below).

It continues to be the employees' responsibility to remove dependents who are no longer eligible for coverage under the Company provided health care plans, i.e., at the point in time when they are no longer eligible under the provisions of our negotiated agreements and this letter of understanding.

TRANSITION OF SAME-SEX DOMESTIC PARTNER BENEFITS

Continuation of Coverage

Same-sex domestic partners, when deleted from Company provided coverage, do not qualify for COBRA coverage under the federal government's regulations regarding COBRA continuation of coverage. In addition, certain alternative plans may not provide COBRA-like coverage. The Company has made arrangements for a COBRA-like cash pay continuation of coverage with eligibility rules and payment arrangements as apply under COBRA, for persons who no longer meet the eligibility rules as defined in this letter and under our bargaining agreement.

Tax Consequences

Because of IRS regulations, enrollment of a domestic partner is likely to result in tax consequences to the employee since the IRS and state laws as of the date of this agreement do not recognize a same-sex partner as a legal spouse. In those instances when the non-employee partner does not qualify as a dependent of the employee under Sections 151 and 152 of the Internal Revenue Code, the fair market value of the benefits provided for the partner will be imputed (taxable) income to the employee.

The Company will assume that when employees enroll same-sex domestic partners for hospital, surgical, medical, prescription drug, dental, vision and hearing-aid coverages, the domestic partner does not meet the Internal Revenue Code requirements for dependent status, unless the employee provides acceptable proof to the Company to the contrary.

Confidentiality

As with all personnel files, health care elections are treated as strictly confidential information. Company and UAW Benefits Representatives will be instructed regarding the confidentiality of all benefit matters and to apply strict confidentiality regarding the issue of domestic partner eligibility.

Health Care Plan Options Accepting Same-Sex Domestic Partners

It is the intent of the Company to make same-sex domestic partner coverage available under all health care plans offered by the Company to eligible members. Some Health Maintenance

TRANSITION OF SAME-SEX DOMESTIC PARTNER BENEFITS

Organizations, (HMOs), Preferred Provider Organizations (PPOs), and Dental Health Maintenance Organizations (DHMOs) may not make such coverage available to the Company and therefore, the Company will not be able to make such coverages available to employees who are enrolled under these plans.

Some state laws may not allow insured plans to provide same-sex domestic partner benefits for health care. In these instances, employees eligible for National PPO Plan coverage who elect domestic partner coverage may change their health care plan to the National PPO Plan (which is self-insured and therefore not subject to such state laws) or to another available alternative plan that does accept domestic partner coverage, concurrent with the effective date of adding a qualifying domestic partner for coverage.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Bob King

VOLUNTARY APPEAL PROCESS

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Voluntary Appeal Process

During the course of these negotiations, the parties discussed and agreed to a process change for voluntary appeals submitted to the Ford-UAW HSMDDV Committee by Hourly UAW members. Prior to the appeal being heard by the Ford-UAW HSMDDV Committee, the employee shall be offered the option of signing and submitting a HIPAA authorization form allowing a benefits representative from the UAW National Ford Department to be present at the Committee Meeting.

If the employee submits a properly completed HIPAA authorization form on a timely basis, the UAW National Ford Department will be notified in advance and may send a benefits representative to attend the appeal hearing.

Very truly yours,

RICK POPP, Director
Employee Benefits
Human Resources

Concur: Jimmy Settles

November 5, 2015

**Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214**

Dear Mr. Settles:

Subject: Wellness Program

During the 2015 negotiations, the Company and UAW had extensive discussions regarding the health of represented employees and their family members. The parties recognize that well-designed wellness initiatives aimed at health promotion may contribute to improving health, increasing productivity and reducing utilization of costly healthcare services. The parties recognize that by appealing to an individual's self-motivation, positive changes to healthy behaviors are more likely to become permanent because the person is in control of their individual health. The parties have a mutual interest and a role in promoting health.

To support this initiative the parties will create a joint Wellness Steering Committee and Wellness Charter to outline mutually agreed upon project details, communication plan, and metrics for success. This committee will be led by the Vice President of the UAW National Ford Department and the Vice President of Labor Affairs. The Wellness Steering Committee will be committed to investigating appropriate initiatives that are complimentary to the ESSP Programs as described in Ford Volume IV-A Health Promotions Programs, to support an individual's self-motivation. Any initiatives that arise from the Wellness Steering Committee will be offered to employees on a voluntary basis. The parties agree that the Company's standard vendor selection process will be used where a third party is necessary.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

November 3, 2007

Mr. Bob King
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. King:

Subject: 1990 Agreement Layoffs and Continuing SUB Benefits

During these negotiations, the parties recognized the need to increase employment opportunities for laid-off Employees and improve the operational effectiveness throughout the Company.

The parties agreed, for certain Employees on layoff status as of the Effective date, to make SUB Benefits available.

For Employees laid off during the term of the 1990, 1993, 1996 and 1999 Agreements with one or more years of Seniority as of their last day worked prior to layoff, SUB Benefits will be payable to such otherwise eligible Employees under the terms of the 2007 SUB Plan.

The following Continuing SUB Benefit provisions are applicable to Employees laid off prior to the 1990 Agreement:

1. For Employees with 10 or more years of Seniority as of their last day worked prior to layoff and after exhausting SUB Benefit entitlement under the 1987 Plan, an additional 52 weeks of "Continuing SUB Benefits" will be payable to such otherwise eligible Employees.
2. For Employees with 1 but less than 10 years of Seniority as of their last day worked prior to layoff and after exhausting SUB Benefit entitlement under the 1987 Plan, an additional 26 weeks of "Continuing SUB Benefits" will be payable to such otherwise eligible Employees.
3. All employees' eligibility for "Continuing SUB Benefits", as detailed in (1) and (2) above, will expire at the earliest of (a) returning to work for the Company, or (b) the end of the 2007 Agreement, or (c) exhaustion of the SUB Maximum Financial Liability Cap with respect to this Plan.

1990 AGREEMENT LAYOFFS AND CONTINUING SUB BENEFITS

4. The “Continuing SUB Benefits” will be in an amount equal to a Regular SUB Benefit paid without regard for the status of the SUB Trust Fund. “Continuing SUB Benefits” payable under this letter agreement will be charged against the SUB Maximum Financial Liability Cap established under the 2007 Agreement.
5. “Continuing SUB Benefits” paid under this letter agreement are payable in lieu of any “Continuing SUB Benefits” payable under any other letter agreement.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Bob King

**ACT OF GOD DETERMINATIONS FOR
EMPLOYEES REPORTING FOR WORK**

September 16, 1996

Mr. Ernest Lofton
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Lofton:

Subject: Act of God Determinations for Employees Reporting for
Work

During the present negotiations the Union requested an explanation as to how the Company determines when weather conditions are sufficiently severe to be considered an Act of God under the Supplemental Unemployment Benefit Plan.

In making this decision the Company considers the specific weather conditions in relation to normally expected weather for the area. The weather conditions must not merely be adverse but severe. Severe weather would be expected to create hazardous travel conditions which prevent a meaningful number of Employees from reporting for work despite the exercise of reasonable effort and foresight. However, the weather conditions that would constitute an Act of God for employees who were sent home when operations were suspended would be less severe than the conditions described in the September 17, 1987, letter entitled "Act of God Determinations - Employees Not Reporting for Work".

Employees who report for work and are sent home when operations are suspended due to absenteeism of other Employees shall be considered on a qualifying layoff for the balance of the shift if the Company determines the severe weather constitutes an Act of God for such Employees reporting for work.

Very truly yours,

WILLIAM E. QUARTERMAN, Manager
Global Benefits Planning and
Special Projects
Compensation and Benefits

Concur: Ernest Lofton

**ACT OF GOD DETERMINATIONS
EMPLOYEES NOT REPORTING FOR WORK**

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Act of God Determinations - Employees Not Reporting
for Work

During the present negotiations you requested an explanation as to how Company determinations are made that Employees are or are not on a qualifying layoff, within the meaning of Article I, Section 3 of the Supplemental Unemployment Benefit Plan, in the event of severe weather constituting an Act of God.

In making these decisions the Company considers the following factors:

- Weather conditions in relation to normally expected weather for the area and the experience of local governmental agencies and the population in dealing with such weather.
- Existence of legally enforceable government directive affecting a substantial number of Employees, that any motorist will receive a fine for any driving in the affected area including television or radio announcements that driving is prohibited due to road closings.
- Disaster area declarations.
- Weather related experience of other area employers (especially any other automotive manufacturers in the area).
- Road closings in the vicinity of the facility which prevent reasonable access to the facility.
- Effect of severe weather on the facility, e.g., collapsed walls, power outages, inability to move stock, etc.
- School closings.
- Airport closings.
- Government office closings.

**ACT OF GOD DETERMINATIONS
EMPLOYEES NOT REPORTING FOR WORK**

- Postponement or cancellation of public or private events.
- Shutdown or serious weather-related impairment of rail and truck transportation.
- Attendance and tardiness patterns in the Plant and other Company Facilities in the area.

No single factor in and of itself may be determinative. These factors are considered as a whole based on a reasonable assessment. The critical determination is the impact of the severe weather, based on the pertinent factors listed above, on Employees and Facilities.

With respect to a day during which a plant operates in an area in which severe weather conditions have occurred, if over 40% of the Employees scheduled to report for work on a shift do not report to work at any time during their shift, the facts and circumstances of the local situation will be reviewed by the Company and a decision shall be made with respect to any SUB Plan eligibility for any Employee for such day.

It was also agreed by the parties during these negotiations that in the case of an Employee who reports for work on a day for which a Company determination is made that a qualifying layoff, by reasons of severe weather, exists with respect to Employees in such plant who did not report for work, all hours worked by such reporting Employee will be disregarded in calculating Compensated or Available Hours for the Week and such Employee shall be deemed to be on qualified layoff for the shift.

In a Week where SUB Benefits due to Severe Weather have been authorized, all additional work (overtime) offered or performed, will be disregarded in the calculation of the benefit regardless of when the work was offered.

Very truly yours,

RICK POPP, Director
Employee Benefits
Human Resources

Concur: Jimmy Settles

ACTS OF TERRORISM

November 3, 2007

Mr. Bob King
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. King:

Subject: Acts of Terrorism

During the 2007 negotiations, the parties discussed issues concerning acts of terrorism worldwide. The parties recognize that the Acts of Terrorism provisions of Article I Section 3 (b) (2) (vi) provide that layoff resulting from these types of events are not qualifying layoffs under the Plan.

The parties further recognize that the desirability of providing income security to employees impacted by these events must be balanced with overall impact on the Company.

The parties agreed that should events occur that would fall under these provisions, they would discuss the circumstances surrounding each event before relying on the above cited provisions.

Very truly yours

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Bob King

AUTOMATED SUB APPLICATION PROCEDURE

September 15, 1993

Mr. Ernest Lofton
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Lofton:

Subject: Automated SUB Application Procedure

During these negotiations, the Company and Union recognized the need to improve the timeliness and accuracy of SUB Regular Benefit payments and to improve the efficiency of the application procedure.

The parties agreed to pursue the implementation of an Automated SUB Regular Benefit Application Procedure. The procedure would be implemented initially in Michigan with roll out to other states on a mutually-agreed basis as these other states develop the ability to provide the requisite information to the Company.

The automated procedure would be applicable to laid off Employees eligible for Regular Benefits under the Ford-UAW SUB Plan who receive a State System Benefit. The contemplated procedure described below is subject to the development of specific business process rules and the establishment of effective means of transferring potentially large volumes of information from the states to the Company.

Under the automated procedure, the Company would utilize State System Benefit payment information provided by the states to calculate the payment of Regular Benefits for each full week of layoff. For this purpose, each otherwise SUB eligible Employee's application for a State System Benefit for each week will constitute an application for a SUB Regular Benefit for the respective week. The submission of a written Regular Benefit application for each week of layoff will not be required by an Employee otherwise eligible under the automated procedure.

A laid off Employee ineligible for a State System Benefit will be required to submit an application form for each week of layoff in accordance with the present Regular Benefit application procedure.

AUTOMATED SUB APPLICATION PROCEDURE

A basic condition upon which the automated SUB application procedure would be implemented is the Company's ability to obtain from the states in a timely and acceptable format, all State System Benefit payment information, including, but not limited to, any weekly Unemployment Compensation (UC), Trade Readjustment Allowance (TRA), Extended Unemployment Compensation and Emergency Unemployment Compensation (EUC), necessary for the Company's determination of an Employee's eligibility for, and the amount of, a Regular Benefit under the Ford-UAW SUB Plan. If timely and acceptable State System Benefit information becomes unavailable from a state after an automated procedure has been implemented, the automated procedure will be suspended in that state immediately and eligible Employees will be required to submit applications in accordance with the present Regular Benefit application procedure.

As noted, when these automated SUB application procedures apply, an Employee's application for a State Benefit will constitute submitting an application (and supporting information) for Regular Benefits from the SUB Plan with the same force and effect as though the Employee had provided the application (and related information) directly to the Plan on a paper application. Although information initially is submitted to the State Benefit system, as it affects SUB processing, the Employee will have the same responsibility for providing accurate information as applies for paper SUB applications (with determinations and appeals regarding possible SUB errors or misrepresentations determined solely under the present SUB review provisions).

In the event a significant number of Employees at a plant receive a State System Benefit and are determined by the Company to be ineligible for a Regular Benefit because they are not on a qualifying layoff under the provisions of Article I, Section 3(b)(2) of the SUB Plan, the Company will promptly notify the National Ford Department and Local Unions of such determination. In addition, the Company's determination will be posted on local plant bulletin boards in accordance with local practices. Such posting will be deemed to satisfy the denial of benefits notice requirements as provided under Article V, Section 2(c) of the SUB Plan. This provision is intended solely to prevent substantial and duplicative

AUTOMATED SUB APPLICATION PROCEDURE

SUB administrative processing and will not be interpreted in such a manner as to preclude any Employee from filing an appeal with respect to any such Company determination.

Very truly yours,

WILLIAM E. QUARTERMAN, Manager
Benefits Planning and Research
Department
Employee Relations Staff

**BASE HOURLY RATE DEFINITION
UNDER CERTAIN CIRCUMSTANCES**

November 5, 2015

**Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214**

Dear Mr. Settles:

Subject: Base Hourly Rate Definition Under Certain
Circumstances

During the present negotiations, the parties discussed provisions in the Supplemental Unemployment Benefit (SUB) Plan which define "Base Hourly Rate". The concern was with Employees who experience reclassification to lower hourly rated jobs as a result of Seniority layoffs in connection with the gradual curtailment of operations prior to a plant closing.

The parties agreed that effective for a layoff on or after the Effective Date the references in Article IX(4) of the SUB Plan to ninety (90) calendar days will be changed to one year if an Employee experiences a permanent layoff due to a plant closing.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

DIRECT DEPOSIT OF SUB CHECKS

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Direct Deposit of SUB Checks

During the 2011 negotiations, the Company and the Union discussed the desire for employees to have the option of having direct deposit of their SUB Benefit checks. Management will work with the SUB check vendor, in conjunction with the transition of administrative responsibilities, to provide as soon as practical for direct deposit. The parties agree that following implementation, employees that have direct deposit instructions on file with payroll will have their SUB Benefit checks direct deposited.

Very truly yours,

RICK POPP, Director
Human Resources
Employee Benefits

Concur: Jimmy Settles

**ELIMINATION OF THE GUARANTEED INCOME
STREAM BENEFIT (GIS) PROGRAM**

November 3, 2007

Mr. Bob King
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. King:

Subject: Elimination of the Guaranteed Income Stream Benefit
(GIS) Program

This letter confirms our understanding reached during these negotiations regarding the elimination of the Guaranteed Income Stream Benefit (GIS) Program. The Company and the Union have agreed that the GIS Program will be eliminated with the effective date of this Agreement. Should the Job Security Program (JSP), provided for under Appendix M, be eliminated prior to the expiration of the 2011 Agreement, the parties have agreed to reinstate the GIS Program immediately under the terms and conditions of the 2003 Guaranteed Income Stream Benefit Agreement and Program.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Bob King

EMPLOYER FILED UNEMPLOYMENT COMPENSATION CLAIMS

September 15, 2003

Mr. Gerald D. Bantom
Vice President and Director
UAW National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Bantom:

Subject: Employer Filed Unemployment Compensation Claims

During these negotiations, the Union expressed its interest to expand the employer filed unemployment claims process beyond its present Michigan, Missouri and Georgia locations to Company locations in other states. This is consistent with the growing interest by many states to implement various remote initiated unemployment compensation claims processes, e.g., telephone, internet and employer filed.

The Company and Union agreed to pursue the expansion of the remote initiated claims process to the benefit of those employees who are laid off from Company locations. The feasibility of implementing this process will be explored mutually, with an initial focus on those states having the larger numbers of Company employees. The final determination to implement will be based on factors such as: state willingness to participate; the ability of the Company to meet state data requirements in a mutually agreeable format; the ability of the Company and state to find mutually agreeable data transmission methods; development and maintenance costs; and other related factors.

The Company and Union agreed to initiate this review after the conclusion of bargaining.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Gerald D. Bantom

November 5, 2015

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Exhaustion of SUB Cap

This will confirm an understanding between the Company and the Union with respect to the 2015 SUB Plan.

In the event the SUB Maximum Financial Liability Cap, as adjusted by any amount shifted between the JSP and SUB accounts, and including any additional amount generated by the formula (which cannot exceed \$200 million) under Section 3(d) of Article VII, becomes exhausted with respect to the 2015 SUB Plan at any time during the period covered by such Plan, the applicable provisions of the 1987 SUB Plan (including benefit eligibility, calculation, duration and funding) shall be reinstated to provide thereunder SUB benefits for subsequent Weeks of layoff to otherwise eligible Employees. It is further understood that should the 1987 SUB Plan be reinstated, it will include (i) a book account balance of \$180,247,354, to be used for the payment of SUB benefits thereafter under the 1987 Plan provisions, and including usage, under the 1987 SUB Plan provisions, of the ACA and GBA contingency account balances as of October 29, 1990, (ii) contributions based on hours compensated will be based on Article VII, Section 5 of the 1987 Plan, as modified by this letter, with the percentage relationship of the value of the assets of the Fund to the maximum funding of the Fund determined including the balance in the book account in determining the asset value, (iii) any balance in the book account will be treated as assets in the Fund for determining the CUCB for credit Unit exchange purposes and all other provisions in which the assets affect benefits or financing, and (iv) additional contributions will be made to the Fund equal to interest on an amount equal to the balance in the book account on the same basis as if that amount were in the Fund.

As of such 1987 Plan reinstatement date, an Employee's Credit Unit balance, if any, shall be the unused balance of Credit Units (i) to the

employee's credit on October 29, 1990, if on the active employment rolls on such date, or (ii) remaining to the employee's credit as of the employee's return to work date subsequent to October 29, 1990, if on layoff on October 29, 1990, or (iii) remaining to the employee's credit as of the 1987 Plan reinstatement date, if the employee is on layoff as of October 29, 1990 and does not return to work prior to such Plan reinstatement date, or (iv) suspended under the provisions of item #2 of the "Level of Benefit Entitlement for Laid-Off Employees" Letter of Understanding attached to the 1990 SUB Plan, dated October 7, 1990.

In addition, should the 1987 SUB Plan be reinstated by the Company during the period covered by the 2015 SUB Plan, the Company contribution schedule set forth in Table D of the 1987 Plan shall be increased across the board by 4 cents.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

**EXPANSION OF AUTOMATED SUB APPLICATION
(AUTO SUB) PROCEDURE**

September 15, 2003

Mr. Gerald D. Bantom
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Bantom:

Subject: Expansion of Automated SUB Application (AutoSUB)
Procedure

During these negotiations, the Company and Union recognized the success of the AutoSUB procedure, where implemented, in achieving its objectives of improving timeliness and accuracy of SUB Regular Benefit payments and the efficiency of the application procedure.

The parties agreed to pursue expansion of the AutoSUB procedure to other states as the Company and these other states develop the ability to exchange requisite information in an efficient and timely manner, taking into consideration factors such as: identification of mutually agreeable data transmission methods; development and maintenance costs; and other related factors.

The Company and Union agree to initiate this review after the conclusion of bargaining.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Gerald D. Bantom

November 3, 2007

Mr. Bob King
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. King:

Subject: Extended SUB Benefits - Closed Plants

During these negotiations, the parties recognized the need to increase employment opportunities for laid-off Employees and improve the operational effectiveness throughout the Company.

The parties agreed, for certain Employees on layoff status as of October 22, 1990, to make available additional Weeks of Extended SUB Benefits.

The following Extended SUB Benefit provisions are applicable to such Employees:

1. For Employees with 10 or more years of Seniority as of their last day worked prior to layoff as a result of a plant closing, consolidation, cessation or idling announced during the term of the 1987 Agreement, 65 weeks of "Extended SUB Benefits" will be payable to such otherwise eligible Employees.
2. For Employees with 1 but less than 10 years of Seniority as of their last day worked prior to layoff as a result of a plant closing, consolidation, cessation or idling announced during the term of the 1987 Agreement, 39 weeks of "Extended SUB Benefits" will be payable to such otherwise eligible Employees.
3. All Employees' eligibility for "Extended SUB Benefits", as detailed in (1) and (2) above, will expire at the earliest of (a) returning to work for the Company, or (b) the end of the 2007 Agreement.
4. The "Extended SUB Benefits" will be in an amount equal to a Regular SUB Benefit paid without regard for the status of the SUB Trust Fund. "Extended SUB Benefits" payable under this letter agreement will not be charged against the SUB Maximum Financial Liability Cap established under the 2007 Agreement.

EXTENDED SUB BENEFITS - CLOSED PLANTS

5. "Extended SUB Benefits" paid under this letter agreement are payable in lieu of any "Continuing SUB Benefits" payable under any other letter agreement.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Bob King

**EXTENSION OF GIS ELIMINATION SUSPENSION AND
JSP AND GEN REFERENCE AMENDMENT**

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Extension of GIS Elimination Suspension and JSP and
GEN Reference Amendment

During these negotiations, the parties discussed the various references to JSP and GEN contained in the Supplemental Unemployment Benefit (SUB) Plan. With consideration to the modifications to Appendix M made in the 2011 National Agreement, the references to JSP and GEN are no longer meaningful or practical. Rather than attempting to remove all references to JSP and GEN in the SUB Plan, the parties have agreed that all JSP and GEN references should be disregarded as they are no longer valid.

This letter also confirms the understanding between the Company and the Union to continue the suspended status of the three (3) letters in the February 23, 2009 Memorandum of Understanding Re: Supplemental Unemployment Benefits.

The letters are as follows:

- 1990 Agreement Layoffs and Continuing SUB Benefits
- Extended SUB Benefits Closed Plants
- Elimination of the Guaranteed Income Stream Benefit (GIS) Program

Very truly yours,

RICK POPP, Director
Employee Benefits
Human Resources

Concur: Jimmy Settles

REGULAR BENEFIT CALCULATION

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Regular Benefit Calculation

The parties have discussed the current method for calculating the Regular Benefit and have agreed that a Regular Benefit equals, on average, 74% of an Employee's Gross Weekly Wage. Effective with the date of this Agreement and going forward, Regular SUB Benefits will be issued based on the table contained in Article II, Section 1(a).

Very truly yours,

RICK POPP, Director
Employee Benefits
Human Resources

REPAYMENT OF TRA-RELATED SUB OVERPAYMENTS

October 9, 1999

Mr. Ron Gettelfinger
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Gettelfinger:

Subject: Repayment of TRA-related SUB Overpayments

This will confirm an understanding between the Company and the Union with respect to the repayment of TRA-related SUB overpayments.

The parties have agreed the SUB overpayment recovery provisions in Article II, Section 4 (b) of the SUB Plan shall be modified for the term of the 1999 Agreement. The modified provision shall provide that if an Employee fails to return a TRA-related overpayment promptly, the Trustee shall arrange to reimburse the SUB Fund for the amount of overpayment by making a deduction from any future SUB Benefit (not to exceed an amount equal to one-half of any one Benefit, up to a maximum of \$50) or Separation Payment otherwise payable to the Employee or by requesting the Company to make a deduction from compensation payable by the Company to such Employee (not to exceed \$50 from any one paycheck), or both.

This modification of Article II, Section 4 (b) is applicable only to TRA-related SUB overpayments. All SUB overpayments from other causes will continue to be subject to the recovery provisions of the 1999 Ford-UAW SUB Plan.

Very truly yours,

LEE MEZZA, Manager
Direct Compensation and Benefits
Human Resources

Concur: Ron Gettelfinger

**SEPARATION PAYMENT WAIVER-PLANT CLOSINGS,
DISCONTINUANCE OF OPERATIONS AND PERMANENT LAYOFFS**

November 3, 2007

Mr. Bob King
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. King:

Subject: Separation Payment Waiver - Plant Closings,
Discontinuance of Operations and Permanent Layoffs

The conditions of eligibility for a Separation Payment based on layoff, as set forth in Article IV of the 2007 Supplemental Unemployment Benefit (SUB) Plan, include the requirement that an Employee have been on layoff “. . . for a continuous period of at least twelve (12) months (or any shorter period determined by the Company).”

This is to confirm our understanding with you reached in these negotiations that during the term of the 2007 SUB Plan, the Company will waive the twelve (12) month Separation Payment layoff waiting period described above with respect to layoffs resulting from plant closings, discontinuance of operations or other circumstances or events in which layoffs appear to be permanent and the Employees involved appear to have no further opportunity for employment with the Company.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Bob King

SUB ELIGIBILITY FOR CERTAIN NEW EMPLOYEES

September 15, 1993

Mr. Ernest Lofton
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Lofton:

Subject: SUB Eligibility For Certain New Employees

This is to confirm our understanding reached during the 1993 negotiations that Company employees who begin employment in the Contract Unit after having acquired at least one year of seniority for the Company in another collective bargaining unit will be considered to have one year of seniority in the Contract Unit for purposes of eligibility for benefits under the Ford-UAW SUB Plan.

It is expressly understood that the waiver of the requirement for one year of seniority for SUB eligibility shall have no effect on any other seniority requirements provided either in the SUB Plan or in any other plan or in any agreement entered into between the Company and the UAW.

Very truly yours,

WILLIAM E. QUARTERMAN, Manager
Benefits Planning and
Research Department
Employee Relations Staff

Concur: Ernest Lofton

November 5, 2015

**Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214**

Dear Mr. Settles:

Subject: Timekeeping Administration

During these negotiations, the parties recognized that certain timekeeping administrative processes have a direct effect on the administration of the SUB plan, including coordination with state unemployment.

The Company has committed to the investment into a new timekeeping system that will assist in reducing certain administrative issues related to the SUB plan. Currently, the planned roll out of the new timekeeping system will begin the 1st quarter of 2016.

As with any new technology roll out, there are sometimes delays that cannot be foreseen. With that, the Company commits to review with the UAW on a quarterly basis as to the current status of the implementation.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Trade Adjustment Assistance

During the 2011 negotiations, the parties discussed the filing of trade petitions seeking Trade Adjustment Assistance for laid off workers who might benefit from such filings. The parties further discussed the mutual benefit associated with working together on such filings and agreed to continue such joint efforts where applicable.

Very truly yours,

RICK POPP, Director
Employee Benefits
Human Resources

Concur: Jimmy Settles

TRANSFEREES TO A NEW STATE LOCATION AND SUB

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Transferees to a New State Location and SUB

In instances where an eligible Employee, who has transferred to a new state location, attempts to collect their initial Unemployment Compensation (UC) benefit in the new state and fails to meet the application time limit for that state resulting in a denial of their initial UC benefit, the parties have agreed that denying a SUB Regular Benefit in this instance would be contrary to the intent of the Plan. In these instances, a SUB Regular Benefit may be issued if the Employee is otherwise eligible to receive the Benefit.

Very truly yours,

RICK POPP, Director
Employee Benefits
Human Resources

UNION DUES DEDUCTIONS - SUB

October 31, 1973

Mr. Ken Bannon, Vice President
Director-Ford Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Bannon:

Subject: Union Dues Deductions - SUB

This will confirm the understanding reached during our recent negotiations that, commencing with the first pay period ending after January 1, 1974, if Union dues have not been deducted from wages of an Employee in prior pay periods during any month, \$5.00, or such other amount as may be established as dues, shall be deducted from the Employee's first Regular Supplemental Unemployment Benefit payment under the Ford-UAW Plan during such month and remitted by the Trustee to the Financial Secretaries of the Local Unions, provided that the Employee has executed an Assignment and Authorization for Check-Off of Membership Dues form for the month or months for which and in which the deduction is made, and provided, further, that the Employee is entitled to a Regular SUB payment which is sufficient in amount to cover the Union dues. If the Employee returns to work in the month in which a deduction for such dues has been made from a Regular SUB payment, any additional Membership Dues required shall be deducted from his wages and remitted to the Financial Secretaries of the Local Unions in accordance with Article III of the Collective Bargaining Agreement.

Very truly yours,

SIDNEY F. MCKENNA, Director
Labor Affairs Office
Labor Relations Staff

VACATION SHUTDOWN - INSUFFICIENT VACATION ELIGIBILITY

September 15, 2003

Mr. Gerald D. Bantom
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Bantom:

Subject: Vacation Shutdown - Insufficient Vacation Eligibility

During these negotiations, the parties discussed how vacation pay, under certain circumstances, can impact the amount of an employee's SUB Regular Benefit during the second week of a plant vacation shutdown.

Notwithstanding the Plan provisions contained in Article II, Section 1(a), the Company and Union agreed to the following in those instances of a two-week plant vacation shutdown (as provided for in Volume I, Section 25(b) of the Agreement), where an employee, due solely to vacation eligibility provisions in Volume I, Article IX, Section 24, has insufficient vacation eligibility hours to cover the second week. The amount of wages received or receivable by the Employee from the Company that will be used in the calculation of the amount of Regular Benefits shall be the excess of the greater of \$10 or 20% of such wages.

Nothing in this understanding waives the employee's obligations to satisfy the State System Benefit requirements (Article I, Section 1 of the SUB Plan), or other eligibility requirements.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Gerald D. Bantom

**FORD PROFIT SHARING FOR
CERTAIN AAI SERVICES EMPLOYEES**

April 27, 1999

Mr. Ron Gettelfinger
Vice President and Director
UAW National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Gettelfinger:

Subject: Ford Profit Sharing for Certain AAI Services Employees

This will confirm the parties' understanding that for purposes of the Ford-UAW Profit Sharing Plan as applicable to Eligible Hourly Employees of AAI Employee Services Company, L.L.C. represented by the UAW ("AAI Services Employees"), the definition of Eligible Pay set forth in Definition 10 of the Profit Sharing Plan for Hourly Employees paid by or on behalf of AutoAlliance International, Inc. ("AAI") in respect of injuries incurred by such employees prior to March 24, 1997, provided that the AAI Services Employee's Eligible Pay otherwise meets the requirements of Definition 10. The effective date of this change shall be retroactive to March 24, 1997.

This letter shall constitute an amendment to the Ford-UAW Profit Sharing Plan and to the Transition Agreement dated as of February 28, 1997 between Ford, AAI and the UAW and shall be construed and applied as if it were incorporated therein.

Very truly yours,

LEE MEZZA, Manager
Direct Compensation and Benefits
Human Resources

**PROFIT SHARING ELIGIBILITY FOR EMPLOYEES
ON LONG TERM MILITARY LEAVE - EMPLOYEES
WHO LEAVE AND RETURN DURING THE SAME CALENDAR YEAR**

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Profit Sharing Eligibility for Employees on Long Term
Military Leave - Employees who Leave and Return
During the Same Calendar Year

During the 2011 negotiations, the Union and the Company agreed that employees on long term military leave will be included as participants in the Ford Motor Company Profit Sharing Plan for Hourly Employees, as specified in the letter titled "Profit Sharing Eligibility for Employees on Long Term Military Leave" dated 10/2/2011.

Further, the Company and the Union agreed that employees on long term military leave, who leave and return during the same calendar year, will be treated as if they had worked 40 hours per week during the period of military leave for purposes of determining profit sharing payments under the Plan.

Very truly yours,

RICK POPP, Director
Employee Benefits
Human Resources

Concur: Jimmy Settles

PROFIT SHARING - 2015 PLAN YEAR
ACCELERATION OF PARTIAL PAYMENT

November 5, 2015

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Profit Sharing – **2015** Plan Year Acceleration of Partial
Payment

During the **2015** negotiations, the Company and the Union agreed that, for purposes of **2015** only, and notwithstanding the Plan provisions governing the determination and payment of profit sharing payments based on a full Plan Year, the Company will accelerate a payment under the Profit Sharing Plan for Hourly Employees in the United States ("Plan"). **All Plan participants with 400 or more Compensated Hours, as defined in Part B. Article I. 3., for January 1, 2015 through September 20, 2015 will be eligible for a \$1,500 accelerated profit sharing payment.** The resulting Profit Share Amounts will be paid to Plan participants in accordance with applicable Plan provisions as soon as possible after ratification. **The accelerated payments will be paid in cash only (no deferral election).**

Subsequent to the end of the **2015** Plan Year, the Company will make a payment to each Plan participant representing the difference between the participant's Profit Share Amount for the full Plan Year less the Profit Share Amount paid after ratification. The resulting Profit Share Amounts will be paid to Plan participants in **2016** in accordance with applicable Plan provisions.

**PROFIT SHARING - 2015 PLAN YEAR
ACCELERATION OF PARTIAL PAYMENT**

Any profit sharing payments to be paid under the Plan for the **2016** Plan Year and subsequent Plan Years will be determined and paid in accordance with the Plan and not in accordance with this letter.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

**PROFIT SHARING - 2015 PLAN YEAR PAYMENTS
TO CERTAIN LONG TERM SUPPLEMENTAL EMPLOYEES**

November 5, 2015

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Profit Sharing –**2015** Plan Year Payments to Certain
Long Term Supplemental Employees

During the **2015** negotiations, the Company and the Union agreed that, for purposes of determining the amount of any profit sharing payments to be paid under the Ford Motor Company Profit Sharing Plan for Hourly Employees in the United States (“Plan”) with respect to any employee who converts from Long Term Supplemental to **In-Progression** upon the Effective Date of this Agreement, as agreed to in the letter titled “**Special** Conversion from Long Term Supplemental (LTS) to **In-Progression**” dated **November 5, 2015**, such employee’s “Compensated Hours,” determined in accordance with Part B Article I. 3. of the Plan, from January 1, **2015** through the Effective Date of this agreement will be included for purposes of determining any profit sharing payments to be paid under the Plan. Each employee converting to **In-Progression** as described above will receive profit sharing payments, if any, for **2015** based on such employee’s Compensated Hours from January 1, **2015** through December 31, **2015**.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

**PROFIT SHARING ELIGIBILITY FOR
EMPLOYEES ON LONG TERM MILITARY LEAVE**

November 5, 2015

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Profit Sharing Eligibility for Employees on Long Term
Military Leave

During the 2015 negotiations, the Union and the Company agreed that employees on long term military leave under Article VIII, Section 33(b) of the 2015 Ford-UAW Collective Bargaining Agreement will be included as participants in the Ford Motor Company Profit Sharing Plan for Hourly Employees in the United States ("Plan").

Specifically, the Company agreed to include as eligible participants in the Plan each employee who either enlists in, or is called to, and actually performs active military duty as described above for the year of enlistment and for each subsequent Plan Year during the term of the 2015 Collective Bargaining Agreement, provided the employee retains reinstatement rights to employment with the Company pursuant to the provisions of USERRA during each such year.

The Profit Share Amount to be paid to any employee who is included as an eligible Plan participant pursuant to this agreement will be calculated on the basis of 1,850 "Compensated Hours," as defined in Part B, Article I. 3 of the Plan, for each year in which such employee is included as an eligible Plan participant pursuant to this agreement and shall be paid in accordance with applicable Plan provisions, including the letter titled "Profit Sharing – 2015 Plan Year Acceleration of Partial Payments," dated **November 5, 2015**.

**PROFIT SHARING ELIGIBILITY FOR
EMPLOYEES ON LONG TERM MILITARY LEAVE**

In the event such an employee dies while performing military service, any profit sharing payment that would have been payable to the employee will be paid to the employee's beneficiary in accordance with applicable Plan provisions.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

**PROFIT SHARING ELIGIBILITY FOR
SHORT-TERM SUPPLEMENTAL EMPLOYEES (STS)**

November 5, 2015

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Profit Sharing Eligibility for **Short-Term** Supplemental
Employees (**STS**)

The parties discussed situations in which **STS** employees are working an extended period of time as it relates to the Ford Hourly Profit Sharing Plan.

Under certain circumstances as described above, **STS** employees could be eligible for profit sharing through mutual agreement of the National parties.

Determination of eligibility will take place at the time the scope and duration of the work assignments are discussed.

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur: Jimmy Settles

November 5, 2015

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Profit Sharing – Memorandum of Exceptions to
Section 3

During these negotiations, with respect to the Profit Sharing Plan (the “Plan”), the parties discussed circumstances and performance issues that factor into the calculation of NA EBIT Results. NA EBIT as defined in the plan at I.6., is currently referred to as “NA Pre-Tax Results” in the Company’s reporting of its financial results. In these discussions, the Union and the Company reaffirmed the continuing importance of transparency and reliance on the amount of NA Pre-Tax Results as the amount reported to the SEC in a Form 10-K in administering the Plan.

The parties also agreed that companies routinely discuss earnings, including NA Pre-Tax Results performance, with financial analysts and investors, and identify particular events, circumstances, charges, or other factors impacting the reported performance. These discussions, by their nature, are not efforts to under-report, over-report, or mask the actual earnings performance and typically are used to explain the results or show that such events or costs are non-routine or non-recurring.

With respect to rare or infrequent issues with the value of the lower of \$1 billion or 20% of NA Pre-Tax Results (but, in no case less than \$500 million) per incident in a given Plan year, the Company acknowledged that it would continue to timely meet and review such issues with the Union. With respect to such items, the Union asked to meet and address any items regularly referenced in communications to financial analysts and investors, as filed on Form 8-K with the SEC, and where the Company repeatedly interchanges NA Pre-Tax Results with such terms as “Pre-Tax Results Excluding,” or some other routinely referenced adjustment to NA Pre-Tax Results. If such meetings do not

**PROFIT SHARING – MEMORANDUM OF
EXCEPTIONS TO SECTION 3**

satisfy the Union's concerns regarding the amount used for calculating profits under the Plan, the parties may utilize the dispute resolution procedure set forth in Section (3) of the Agreement Concerning Profit Sharing. The parties agreed that the meetings covered in this Memorandum are not intended to address special items excluded from NA Pre-Tax Results, other items such as restructuring costs, warranty/recall, strikes at suppliers, impact of foreign exchange, or elements that are routinely included in NA Pre-Tax Results (unless these items otherwise meet the criteria provided in this paragraph).

For purposes of clarification, the impartial person shall not have any authority to determine accounting policies or any adjustment made by the Company used in the computation of NA Pre-Tax Results or to change the dollar amount of NA Pre-Tax Results, except as applied to the Plan in accordance with the conditions provided in this Memorandum.

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur: Jimmy Settles

**PROFIT SHARING PLAN - IMPACT OF
INTERNATIONAL FINANCIAL REPORTING STANDARDS ("IFRS")**

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Profit Sharing Plan – Impact of International Financial
Reporting Standards (“IFRS”)

During these 2011 negotiations, the parties discussed the fact that the adoption of IFRS may affect the determination of profit sharing payments under the Ford Motor Company Profit Sharing Plan for Hourly Employees in the United States (“Plan”). The parties agreed to meet as soon as practicable to discuss the impact of IFRS on the determination of profit sharing payments under the Plan.

Very truly yours,

RICK POPP, Director
Employee Benefits
Human Resources

Concur: Jimmy Settles

PROFIT SHARING PLAN - LOCAL UNION LEAVE

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Profit Sharing Plan - Local Union Leave

During discussions between the parties held in conjunction with completing the Profit Sharing Plan language, the Union requested that all employees on leave under Article VIII, Section 31 (a) of the present Collective Bargaining Agreement between the Company and the Union to engage in the business of or to work for the Local Union be included as eligible Participants under such Plan. The Company pointed out, however, that certain employees, such as Trustees, Sergeants at Arms, and Guides, and any other employees not involved in the in-plant administration of the Collective Bargaining Agreement, would not be included in the Plan, and would not receive any Compensated Hours under the Plan while on such leave. Moreover, it is understood that the Local Union will advise Local Management each year, in December, of the name, Social Security number, job title and periods of time each employee is eligible for benefits under the Profit Sharing Plan. Local Management shall review and verify whether the employee was on approved leave.

Very truly yours,

RICK POPP, Director
Employee Benefits
Human Resources

Concur: Jimmy Settles

UAW RETIREE MEDICAL BENEFITS TRUST

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: UAW Retiree Medical Benefits Trust

During these negotiations, the Company and the UAW discussed the prospect of diversions to the UAW Retiree Medical Benefits Trust ("VEBA") of amounts otherwise payable in profit sharing. Without making any commitment to the underlying concept, the Company expressed serious accounting, tax, legal, and other concerns with respect to any such proposal. The parties agree to continue discussions on this topic and bring them to conclusion within 12 months following ratification of the 2011 UAW Ford Collective Bargaining Agreement to determine whether these concerns can be adequately addressed to the Company's satisfaction. If the Company's concerns are resolved, then the parties are empowered to so divert 10% of such profit sharing payments annually.

Very truly yours,

RICK POPP, Director
Employee Benefits
Human Resources

Concur: Jimmy Settles

**ALTERNATIVE DESIGNS AND FEATURES FOR
DEFINED CONTRIBUTION PLANS**

November 5, 2015

**Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214**

Dear Mr. Settles:

**Subject: Alternative Designs and Features for Defined
Contribution Plans**

During these negotiations, the Union expressed an interest in exploring potential alternate designs and features for defined contribution plans, including alternative benefit options and associated costs. Without committing to taking any action, the Company agreed to discuss such concepts with the Union during the term of the 2015 Bargaining Agreement.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

**ELIGIBILITY OF CERTAIN HOURLY EMPLOYEES FOR
POST-EMPLOYMENT ANCILLARY BENEFITS**

November 5, 2015

**Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214**

Dear Mr. Settles:

**Subject: Eligibility of Certain Hourly Employees for Post-
Employment Ancillary Benefits**

During these negotiations, the Union expressed its concern that hourly employees who are eligible for Retirement and Supplemental Contributions under the Tax-Efficient Savings Plan for Hourly Employees, but who are not eligible for benefits under the Ford-UAW Retirement Plan, are not eligible for certain ancillary benefits after separation from service.

After consideration, the parties agreed that such an employee who voluntarily and permanently separates from service with the Company (i) after reaching age 55 or older with 10 or more years of service from such employee's Ford service date, or (ii) at any age with 30 or more years of service from such employee's Ford service date, shall be eligible for the following ancillary benefits: vehicle purchase programs, profit sharing, vacation earned in accordance with Volume I, Article IX, Section 24(g)(1), and retiree tuition assistance, as applicable.

Eligibility for such ancillary benefits shall be determined in accordance with the preceding sentence and the provisions of the Agreement applicable to such ancillary benefits, which shall be amended to reflect this letter of understanding, at which point this letter of understanding shall be null and void. Ancillary benefits shall be provided to eligible employees in accordance with this letter of understanding and applicable provisions under

**ELIGIBILITY OF CERTAIN HOURLY EMPLOYEES FOR
POST-EMPLOYMENT ANCILLARY BENEFITS**

**the Agreement as soon as administratively practicable following
the effective date of this Agreement.**

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

INCREMENTAL LOAN PAYMENTS - TESPHE

September 15, 2003

Mr. Gerald D. Bantom
Vice President and Director
UAW National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Bantom:

Subject: Incremental Loan Payments – TESPHE

During these negotiations, the parties agreed to allow members to make payments in addition to the scheduled loan payments indicated on the Participant Loan Agreement and Truth-in-Lending Disclosure. Such payments must be in the form of certified check, cashier's check, or money order.

While these additional payments will allow members to accelerate loan payoff, they are not substitutes for the prescribed loan payments based on the amortization schedule. Failure to make these scheduled payments on a timely basis will result in default. The defaulted outstanding balance and accrued interest may be fully taxable to the member.

Members may contact the Fidelity Service Center to make arrangements for the additional loan payments any time after January 1, 2004.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Gerald D. Bantom

INITIATING LOANS WHILE ON LEAVE - TESPHE

September 15, 2003

Mr. Gerald D. Bantom
Vice President and Director
UAW National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Bantom:

Subject: Initiating Loans While on Leave – TESPHE

During these negotiations, the parties agreed to allow members who are placed on a “leave of absence” from the Company to initiate loans, subject to such regulations as the Committee from time to time may prescribe. Repayment will be made through coupons.

As with any loan under the Plan, failure to make payments on a timely basis, as required by the Truth-In-Lending Agreement, will result in default. The defaulted outstanding balance and accrued interest may be fully taxable to the member.

Implementation of this feature is projected for 1st quarter 2004.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Gerald D. Bantom

November 5, 2015

**Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214**

Dear Mr. Settles:

Subject: Internal Revenue Code Limits on TESPHE

During these negotiations, the Union expressed concern about the possibility of future changes to the Internal Revenue Code of 1986, as amended (“Code”), and accompanying Treasury Regulations, that could have the effect of limiting Company contributions to the Tax-Efficient Savings Program for Hourly Employees (“TESPHE”). In response, the Company agreed to monitor future changes to the Code and Treasury Regulations that could result in limits on Company contributions to the TESPHE. In the event of such a change, the Company agreed to discuss potential strategies with the Union for providing the intended level of benefits to TESPHE participants.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

November 5, 2015

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Potential Annuity Forms of Benefit under TESPHE

During these negotiations, the Union expressed an interest in exploring the addition of optional annuity forms of benefit under the Tax-Efficient Savings Plan for Hourly Employees (“TESPHE”). The Company expressed serious legal concerns at this time with respect to adding optional annuity forms of benefits to the TESPHE due to the continuing emergence and resulting uncertainty of Federal regulatory guidance regarding such forms of benefit. As a result, the Company agreed to monitor future legal developments and to assess whether such developments adequately address its concerns. If the Company determines its concerns are adequately addressed, the parties will hold further discussions in the future regarding making such forms of benefit available to TESPHE participants. If the parties mutually agree on additional forms of benefit to be added to the TESPHE, the Group Vice President and General Counsel, the Executive Vice President and Chief Financial Officer, and the Group Vice President, Human Resources and Corporate Services, with the consent of the Union, shall be authorized to amend the Plan consistent with the parties’ mutual agreement.

Very truly yours,

Bernie Swartout,
Director
Compensation & Benefits

Concur: Jimmy Settles

**TAX-EFFICIENT SAVINGS PLAN FOR HOURLY EMPLOYEES
("TESPHE") – ELIGIBLE AUTOMATIC ENROLLMENT ARRANGEMENT**

November 5, 2015

Mr. Jimmy Settles

Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. **Settles**:

Subject: Tax-Efficient Savings Plan for Hourly Employees
("TESPHE") – Eligible Automatic Enrollment
Arrangement

The parties recognize the importance of saving for retirement, and that the TESPHE is an effective tool to accomplish this goal. To this end, the parties agreed, during these negotiations, to implement an Eligible Automatic Enrollment Arrangement ("automatic enrollment") as provided for under Section 414(w)(3) of the Internal Revenue Code of 1986 ("Code"), as amended, with a permissive withdrawal feature. Timing of implementation of automatic enrollment is subject to the recordkeeper's ability to provide full functionality of the agreed upon features. The projected implementation date is **April, 2016**, or as soon as administratively feasible thereafter.

Automatic enrollment will apply **one time only** to all Employees, **who are not contributing** to the TESPHE. Affected Employees will be given a minimum 45 day notification period before the initial contribution is deducted to opt out. No deductions will be taken before the **implementation** date.

Employees subject to automatic enrollment will be deemed to have elected to have the Company contribute 3% of eligible wages as a **Pre-Tax** Contribution under the TESPHE. The default investment option for such contributions will be a target-date fund (based on the Employee's age and assuming the Employee will begin distribution of assets at age 65). Employees may elect another investment option for such contributions and/or transfer the assets to any available investment option under the Plan at any time.

The enrollment will also include an automatic escalation (or increase) of the 3% contribution rate by 1% each year effective April 1, until the contribution rate reaches 6%.

**TAX-EFFICIENT SAVINGS PLAN FOR HOURLY EMPLOYEES
("TESPHE") – ELIGIBLE AUTOMATIC ENROLLMENT ARRANGEMENT**

Employees may make a request to cancel automatic enrollment contributions **and/or turn off the automatic escalation at any time. They will have the ability to increase or decrease their contribution rate at any time.** They also may request a withdrawal of that portion of their account balance attributable to automatic enrollment, as prescribed under Code Sections 414(w)(1) and 414(w)(2), as may be amended, and in such a manner and at such time as the Committee may determine. The withdrawal request must be made within **60** days from the first automatic enrollment contribution. The amount distributed as a result of the withdrawal will represent the market value (including any gains or losses) of that portion of the Employee's account balance attributable to automatic enrollment. The distribution will include the Employee's account balance attributable to automatic enrollment contributions through the effective date of any request for withdrawal.

The automatic enrollment and automatic escalation will also be implemented going forward for all newly-hired Employees as of the implementation date.

The TESPHE will be amended accordingly.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

**TAX-EFFICIENT SAVINGS PLAN FOR
HOURLY EMPLOYEES (TESPHE) – FEES AND EXPENSES**

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Tax-Efficient Savings Plan for Hourly Employees
(TESPHE) – Fees and Expenses

During the course of these negotiations, the parties discussed the topic of fees and expenses in the TESPHE.

In response to the Union's data request, the Company provided the Union with a significant amount of information relating to fees and expenses associated with mutual fund and non-mutual fund options.

The parties will discuss the new participant fee disclosure notice that is targeted to be delivered to participants for the first time during the first half of 2012. This new fee disclosure will provide additional information on fees and expenses associated with the investment options currently available in the TESPHE.

Finally, the parties will consider retaining an independent consultant during the course of this Agreement to assess and report on the fees and expenses of the current fund line-up, as mutually directed by the parties.

Very truly yours,

RICK POPP, Director
Employee Benefits
Human Resources

Concur: Jimmy Settles

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: TESPHE - Education

During these negotiations, the Company and the Union agreed to continue the communication/education program. The parties will jointly pursue ways to increase employee understanding of the Plan and of the investment alternatives and strategies to encourage greater participation in the Plan by employees at all locations.

The Company also agreed it would continue to make Plan information available to hourly employees prior to their eligibility.

Very truly yours,

RICK POPP, Director
Employee Benefits
Human Resources

Concur: Jimmy Settles

November 5, 2015

**Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214**

Dear Mr. Settles:

Subject: TESPHE Education for New Hires

During these negotiations, the Company and the Union agreed to jointly develop a curriculum to educate new employees on financial wellness, retirement readiness and the specific provisions of TESPHE. The educational program is intended to be offered to new employees as part of their orientation.

For those current employees who receive a Company contribution to TESPHE as their retirement plan, the parties will jointly pursue administratively practicable ways to deliver the same or similar education program and/or materials to them.

It is agreed that the development and delivery of the course and any related materials will be funded from the UAW-Ford National Programs Center, subject to authorization and approval by the Joint Governing Body. The course will be overseen jointly by the Ford Motor Company Retirement Benefits Department within the Compensation and Benefits Office and the Pension/Savings section of the UAW National Ford Benefits Department.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

TESPHE - PROFIT SHARING DISTRIBUTIONS

September 16, 1996

Mr. Ernest Lofton
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Lofton:

Subject: TESPHE - Profit Sharing Distributions

During these negotiations, the parties agreed that eligible employees who did not have their Profit Sharing distribution contributed to the Tax-Efficient Savings Plan for Hourly Employees (TESPHE) on Profit Sharing day in accordance with their election due to Company error may return their Profit Sharing paycheck to their Company Hourly Personnel and Labor Relations Office within five working days of Profit Sharing day and have their Profit Sharing distribution contributed to the TESPHE as if the error had not occurred.

The Company also agreed that a description of an employee's Profit Sharing distribution election, and instructions to be followed in the event of an error, would appear on the stub of a regular paycheck issued to the employee prior to the distribution. The Company further agreed that instructions to be followed in the event of an error would appear on the stub of the Profit Sharing distribution check.

Very truly yours,

WILLIAM E. QUARTERMAN,
Manager
Global Benefits Planning and
Special Projects
Compensation and Benefits

Concur: Ernest Lofton

TESPHE - SOCIALLY RESPONSIBLE INVESTMENT OPTIONS

September 15, 2003

Mr. Gerald D. Bantom
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Bantom:

Subject: TESPHE - Socially Responsible Investment Options

During these negotiations, the parties discussed offering two socially responsible investment options under TESPHE to provide diversification within the socially responsible segment. By the end of the year, a review will be conducted of the Domini Social Bond Fund (a fixed-income fund) and the Pax World Balanced fund (a blended fund). It was further agreed that if the funds are not acceptable to both parties, additional socially responsible investment options will be reviewed to enable the inclusion in TESPHE of two mutually acceptable, socially responsible funds to complement the existing socially responsible offerings in the Plan. When two such funds are mutually agreed between the Union and the Company, the recommendation will be referred to the Investment Process Committee that has the authority to recommend additions to, deletions from, or replacement of investment options under the Plan. If approved, the funds will be offered to TESPHE members as soon as practicable.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Gerald D. Bantom

**UNION REVIEW OF TAX-EFFICIENT SAVINGS PLAN FOR
HOURLY EMPLOYEES (TESPHE)**

November 5, 2015

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: **Union Review of Tax-Efficient Savings Plan for Hourly
Employees (TESPHE)**

During these negotiations, the parties discussed the Union's interest in a more active role in **reviewing and** understanding the direction of the Tax-Efficient Savings Plan for Hourly Employees (TESPHE). To this end, the parties agreed that the **Company** would **schedule regular meetings at least quarterly with the Union to review TESPHE, including** such items as:

- Plan **participant savings, loan, and withdrawal rates**
- **Plan balances** in available investment options
- Fund **performance and expense ratios**
- **Funds "on watch" unless the Company determines, in its sole discretion, that such disclosure could result in a violation of ERISA or applicable securities laws.**
- Plan expenses
- **Administrative issues/concerns**

The parties also agreed to jointly discuss the Plan's current array of funds and future direction. The Company will share with the Union any recommendations that will be proposed to the Investment Process Oversight Committee for approval for implementation under the TESPHE. Additionally, the parties will jointly explore the feasibility of new options in TESPHE, such as a brokerage window or other investment vehicles that may become available. The

**UNION REVIEW OF TAX-EFFICIENT SAVINGS PLAN FOR
HOURLY EMPLOYEES (TESPHE)**

parties agree that, notwithstanding this letter, the TESPHE shall be operated and administered in accordance with terms and applicable law.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

**AVOIDING DUAL TAXATION - INDIVIDUALS WITH DUAL
UAW-FORD LEGAL SERVICES PLAN COVERAGE**

October 9, 1999

Mr. Ron Gettelfinger
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Subject: Avoiding Dual Taxation - Individuals with Dual
UAW - Ford Legal Services Plan Coverage

Dear Mr. Gettelfinger:

During current negotiations, the parties agreed in principle to seek a remedy for the burden of dual taxation experienced by UAW-Ford Legal Services Plan Participants when they have dual UAW-Ford Legal Services Plan coverage. Toward this objective, any individual with dual UAW-Ford Legal Services Plan coverage may, on his or her own initiative, elect not to be covered as a Plan Participant if such an individual provides proof to the Plan's Administrative Committee that he or she has dual eligibility within the UAW-Ford Plan.

To elect not to be covered for a year, an individual, by December 1 of the preceding year, must deliver to the Administrative Committee an election not to be covered for the year in question. Except as provided in the following sentence, in order for an individual who has elected not to be covered to regain coverage for a year, the individual by December 1 of the preceding year, must deliver to the Administrative Committee an election to be covered for the year in question.

Any individual who elects not to be covered for a year may elect again to be covered for that year in the event of an occurrence that causes or would cause the individual to lose coverage through another Participant.

Very truly yours,

LEE MEZZA, Manager
Direct Compensation and Benefits
Human Resources

Concur: Ron Gettelfinger

**LEGAL SERVICES PLAN -
ADMINISTRATIVE COMMITTEE POWER AND DUTIES**

November 3, 2007

Mr. Bob King
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. King:

Subject: Legal Services Plan – Administrative Committee Power
and Duties

This confirms the understanding reached during these negotiations regarding the UAW-Ford Legal Services Plan.

The Company and the Union agree that the Administrative Committee, together with the Plan Director, will be responsible to determine how to deliver the Plan within the available funds.

The Director shall advise and inform the Committee of Plan forecasts and shall analyze patterns of benefit usage in order to recommend changes which may be helpful in delivering benefits and otherwise accomplishing the purposes of the plan. The Company shall provide, on a quarterly basis, headcount and funding projections in support of the above analysis.

The Administrative Committee shall have the authority under Section 3A (Allocation of Power and Duties) and Section 5C (Discretionary Limitations) of the Plan to design and implement cost-reduction actions as necessary to manage the Plan within the available funds. Such actions may include, but are not limited to:

- Limiting or eliminating selected covered benefits
- Limiting service levels (e.g. court representation)
- Limiting Plan eligibility
- Reducing and/or eliminating offices
- Reducing total costs by relocating offices (e.g. Local Union halls)
- Eliminating referrals to cooperating attorneys
- Requiring the Director to reduce personnel costs

**LEGAL SERVICES PLAN -
ADMINISTRATIVE COMMITTEE POWER AND DUTIES**

- Requiring members to share costs for court, filing, or other fees as appropriate

If such actions result in termination of certain benefits under the Plan, the Administrative Committee shall, if possible, make appropriate arrangements for representation of the participant to the conclusion of any existing matter falling under such terminated benefit(s).

In the event that the cost reduction actions are implemented and available funding becomes sufficient, the Administrative Committee has the authority to restore all or any of the original provisions or practices.

Very truly yours,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Bob King

November 5, 2015

**Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214**

Dear Mr. Settles:

Subject: Legal Services Plan Benefits

During the course of these negotiations, the parties discussed the existing Legal Services Plan ("Existing LSP") and possible ways of providing some form of a legal service benefit to existing UAW-represented employees and retirees. Under the parties' 2011 Collective Bargaining Agreement, it was decided that the Existing LSP would cease accepting new cases as of December 31, 2013 and eventually wind down upon closure of all remaining cases. In order to address concerns about possible accounting and financial disclosure issues related to reinstating the Existing LSP, the parties agree as follows:

- 1. A new benefit plan shall be established to provide a legal services benefit to eligible UAW-represented employees and retirees ("New LSP"). This new benefit plan shall be funded by a trust established as a Voluntary Employees' Beneficiary Association ("VEBA") under Section 501(c)(9) of the Internal Revenue Code of 1986, as amended ("Code"). In the event that this new benefit plan does not qualify as a VEBA, then a taxable trust shall be established. The VEBA, and its underlying trust, shall also be a benefit plan permitted by Section 302(c)(5) of the Labor Management Relations Act ("Taft-Hartley").**
- 2. UAW-represented Company employees and retirees who meet the eligibility criteria under Section 4 of the Existing LSP Agreement shall be eligible to participate in the New LSP. In addition, employees formerly identified as "Entry Level" employees who were hired on or after November 19, 2007 and "new hires" under the parties' 2015 Collective Bargaining Agreement shall be eligible to participate in the**

LEGAL SERVICES PLAN BENEFITS

New LSP following the end of their employment with the Company if, at the time of termination, such employee:

- a. Is age 65;**
 - b. Is at least age 55 but less than 65 and terminated employment with the Company with 10 or more years of service;**
 - c. Is at least age 55 but less than age 60 and had combined years of age and years of service totaling 85 or more;**
 - d. Has 30 or more years of service;**
 - e. Is at least age 55 (age 50 for an employee who is laid off on or after October 1, 1984 as a result of a plant closing where no other company plants are in the same geographical area) but not age 65 and who has 10 or more years of credited service and whose employment ceases as a result of a plant closing;**
 - f. Is totally and permanently disabled prior to attaining age 65 and has at least 10 years of service; and the eligible surviving spouse of such individual. For purposes of the New LSP only, measurement of “years of service” shall be credited service, as it is computed under the parties’ defined benefit pension plan.**
- 3. The Union anticipates that the New LSP shall be a multiemployer welfare benefit plan solely administering a legal service benefit, and participating employers may include other UAW-represented auto companies and the Union, should collective bargaining allow and/or so provide.**
- 4. Consistent with the requirements of Taft-Hartley, the New LSP shall be administered by a joint board of trustees comprised of an equal number of Company and UAW representatives with an impartial neutral, mutually agreed upon by both parties. Subject to subsequent negotiations with other employers, it is anticipated that there shall be six employer trustees and six Union trustees, two of whom shall be appointees of the Company. The VEBA shall contain**

subaccounts for contributions made by the Company in order to segregate such monies away from contributions from any other participating employers in the VEBA. Further, such an arrangement shall ensure that no cross-subsidization will occur relative to the Company's contributions and any other obligations the New LSP has respective to other participating groups. Liability for providing benefits shall not be joint and several among the participating companies. The New LSP must be structured such that 1) the Company's participation in it does not create OPEB liability for the Company, and 2) there will be no withdrawal liability or any other liability should a participating company end its participation.

5. The Company's obligation to fund the VEBA shall be limited to \$4.06 million per year, for the duration of this Agreement only. For the avoidance of doubt, the total contribution during the term of the 2015 Collective Bargaining Agreement shall not exceed \$16.24 million. This in no way contemplates or binds the Company to funding beyond the term of this Agreement. Based upon present information, this amount of funding shall be sufficient to maintain an "office work" benefit consisting of legal work, including, but not limited to, wills, deeds, credit reporting, residential real estate matters, uncontested legal matters, and document preparation. The provision of, and ability to provide, any such benefits shall be left to the ultimate determination of the New LSP trustees. If, for any reason, the funding is insufficient to provide the contemplated benefits, then benefits payable to participants will be modified by the Trustees of the New LSP.
6. The parties agree that part of the work performed by the New LSP and its attorneys shall include a restart of the Social Security Project (i.e., assisting individuals in applying for Social Security Disability Benefits and attendant "sweeps" of accounts in those cases where the underlying Social Security Disability application is successful and retroactive benefits are awarded and owing to the Company) for active UAW-represented employees and an expansion to UAW-represented retirees.

LEGAL SERVICES PLAN BENEFITS

- 7. Over the course of the next several weeks, the Company and Union shall work on appropriate documents implementing the New LSP, including, but not limited to, an employer participation agreement, a trust document, a plan document, and any necessary filings with the Internal Revenue Service or any other governmental agency. The trustees will file, under Code Section 505(c), an Internal Revenue Service Form 1024 application for exemption under Internal Revenue Code Section 501(a) and any other related documents and/or filings. In the event that the trust fails to qualify as a VEBA, the trust shall be responsible for paying any applicable taxes associated with trust earnings. In addition, the trust shall be responsible for reporting applicable taxes imposed on participants and beneficiaries of the New LSP, including FICA, FUTA, and income taxes. The parties acknowledge and agree that the trust will be required to establish and implement applicable tax reporting processes.**
- 8. While the parties anticipate that the New LSP shall begin providing a benefit as soon as possible, in the event establishment of the New LSP is delayed due to securing the appropriate regulatory approvals, the Company's funding obligation to the New LSP shall remain.**
- 9. The wind-down of the Existing LSP shall continue in its normal course and such plan – being legally distinct from the New LSP – shall continue to be administered by its existing administrative committee. To the extent staff of the New LSP provides services to the Existing LSP in connection with its wind-down, such costs shall be appropriately allocated to the respective plan.**

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

**LEGAL SERVICES PLAN - PROCEDURES
AND FUNDING UNTIL PLAN TERMINATION**

October 4, 2011

Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Settles:

Subject: Legal Services Plan – Procedures and Funding until Plan
Termination

During our current negotiations, the Company and the Union discussed the funding for and procedures regarding processing of invoices until the termination of the Legal Services Plan (Plan).

The Company agreed to continue to use existing procedures to pay all invoices through cessation of operations according to the provisions in Section 7 of the Plan governing its termination, as long as these procedures continue to be feasible.

In the event that the Company has a remaining accrual balance with respect to the Plan, according to the Company's accrual and expenditure records, the Company and the Union agree that the Company will make a charitable contribution to a mutually agreed upon organization that qualifies as a tax-exempt entity pursuant to Section 501(c)(3) of the Internal Revenue Code and to which charitable contributions are tax deductible pursuant to Section 170 of the Internal Revenue Code.

Very truly yours,

RICK POPP, Director
Employee Benefits
Human Resources

Concur: Jimmy Settles

**LEGAL SERVICES PLAN - SOCIAL SECURITY
DISABILITY INSURANCE BENEFIT (SSDIB) CLAIMS**

November 3, 2007

Mr. Bob King
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. King:

Subject: Legal Services Plan - Social Security Disability
Insurance Benefit (SSDIB) Claims

During these negotiations, the parties discussed the potential of the UAW-Ford Legal Services Plan providing Social Security advocacy service for disabled employees expected to be disabled for more than 12 months. Also during these negotiations, the Company and the Union agreed to revise the SSDIB claims filing procedures as part of the Group Life and Disability Insurance (GL&DI) Program. This letter will confirm the parties' understanding that services provided by UAW-Ford Legal Services Plan with regard to SSDIB must benefit the employee and the Company.

As soon as practical following the conclusion of these negotiations, the UAW-Ford Legal Services Plan will conduct an analysis to determine the feasibility of providing the advocacy services described in the GL&DI, Letter of Understanding: Social Security Disability Insurance Benefits (SSDIB) Filing Procedures entered into contemporaneously with this Letter of Understanding.

The Company and Union members of the Administrative Committee will work with the Plan to develop processes and procedures for delivering the Social Security advocacy services to assure that the Plan can meet all of the requirements of the GL&DI process. The Plan will provide estimates of the cost for implementing and delivering the advocacy services to the Company, Union, and the Insurer of the Disability Program.

If the UAW-Ford Legal Services Plan is able to accommodate the required process at a competitive cost, the Company will direct the Insurer of the Disability Program to source the Social Security advocacy business to the UAW-Ford Legal Services Plan. The Plan will be required to meet ongoing performance metrics and demonstrate cost effectiveness.

**LEGAL SERVICES PLAN - SOCIAL SECURITY
DISABILITY INSURANCE BENEFIT (SSDIB) CLAIMS**

As soon as practicable following the sourcing decision, the Insurer of the GL&DI Program and the Group Legal Services Plan will solidify the terms of the agreement including the rate or the amount to be paid by the Insurer to the Plan for the services and develop an implementation plan.

Costs incurred by the Plan for administration of the SSDIB advocacy service will be tracked separately. In the event the Insurer's payments exceed the Plan's costs for the services, the excess will be credited to the UAW-Ford Legal Services Plan.

If the Plan is not able to meet all of the performance metrics and demonstrate successful implementation, the Company has the right to re-bid and direct the Insurer of the Disability Program to resource the Social Security Advocacy business at a future date.

Sincerely,

LEE MEZZA, Director
Employee Benefits
Human Resources

Concur: Bob King

November 5, 2015

**Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214**

Dear Mr. Settles:

Subject: New Legal Services Plan Assets

During these negotiations, the parties agreed that, notwithstanding anything to the contrary in paragraph 4 of the Memorandum of Understanding regarding the Legal Services Plan Benefit (“New LSP”), dated November 5, 2015, the governing documents of the New LSP shall permit the assets of the New LSP to be used to pay benefit obligations attributable to employees or former employees of any contributing employer to the New LSP in order to assure the creation of a multiemployer plan and the recognition of the appropriate financial, accounting, tax, and legal treatment.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

November 5, 2015

**Mr. Jimmy Settles
Vice President and Director
UAW, National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214**

Dear Mr. Settles:

Subject: Understanding of the New Legal Services Plan

During these negotiations, the parties agreed that certain aspects of the New Legal Services Plan (“New LSP”) would benefit from further clarity prior to embarking on the process set forth in paragraph 7 of the Memorandum of Understanding regarding the Legal Services Plan Benefit date November 5, 2015 (“MOU”). Accordingly, the following shall be incorporated into the appropriate plan governing documents:

- 1. LMRA section 302(c)(8) requirements (e.g. joint representation rules & prohibitions against certain types of legal services).**
- 2. A schedule setting forth the payment dates for the contributions due the New LSP by the participating employers.**
- 3. Participating employers only consist of, and are limited to, GM, FCA, Ford and the International Union, UAW, unless otherwise unanimously agreed to by the New LSP trustees.**
- 4. No benefits (including other types of legal services) may be added to the New LSP or its scope of service.**
- 5. A mandatory procedure for the suspension of benefits should asset levels drop (i.e., expenses exceed contributions). For example: If assets drop below 30% of the funds that existed at the beginning of the plan year, the New LSP shall be amended to suspend new benefits (i.e., new claims) until such time as the funds rise to 35% of the funds that existed at the beginning of the plan year. A contributing employer may “advance” a contribution to avert such a suspension.**

UNDERSTANDING OF THE NEW LEGAL SERVICES PLAN

- 6. In the event of an exit by one of the participating employers (e.g., bankruptcy, corporate reorganizations or divestitures, etc.), the New LSP shall contain terms that specify the terms, conditions, and consequences of such an exit. For example: an “exit fee” to cover wind up costs or delinquent contributions, amendment of the New LSP to cease taking claims of the exiting entity, etc.**
- 7. Specification of a “wind down” procedure. For example, should the New LSP not be continued in a future National Agreement, the New LSP shall cease to accept new claims as of the expiration of the current National Agreement and the New LSP trustees shall establish the necessary contribution obligation (if any) to permit the orderly wind-down of the New LSP.**
- 8. Specify procedure for choosing impartial neutral.**
- 9. Trust documents must be adopted by all parties before any implementation activities begin (including, but not limited to, contributions and staffing).**

The parties further agreed that no severed employee of the UAW-Ford Legal Services Plan may be hired by the New LSP except if such individual repays any severance benefits related to their employment with the UAW-Ford Legal Services Plan.

Very truly yours,

**Bernie Swartout,
Director
Compensation & Benefits**

Concur: Jimmy Settles

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This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**National Ford Department Staff
2015 Negotiations**

**Jimmy Settles
Vice President and Director
UAW Ford, Aerospace, Chaplaincy and Insurance**

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